

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Aquatic Resources
Honolulu, Hawaii 96813

June 23, 2023

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

SUBJECT: REQUEST FOR APPROVAL TO AUTHORIZE THE BOARD OF LAND AND NATURAL RESOURCES (BLNR) CHAIRPERSON TO ENTER INTO A CONTRACT BETWEEN BLNR AND MĀLAMA PŪPŪKEA-WAIMEA FOR A PŪPŪKEA MARINE LIFE CONSERVATION DISTRICT CARRYING CAPACITY STUDY (\$269,990.00) WITH FISCAL YEAR 23 GENERAL FUNDS

Submitted herewith for your consideration and approval is a request to authorize the Board of Land and Natural Resources (BLNR) Chairperson to enter into a contract between the BLNR and Mālama Pūpūkea-Waimea, a Non-Profit Corporation. The contract provides \$269,990.00 in FY 23 General Funds for a Pūpūkea Marine Life Conservation District (MLCD) Carrying Capacity Study.

The State of Hawai'i Legislature has directed the Department of Land and Natural Resources (DLNR) to establish a three-year pilot program to assess the carrying capacity in the Pūpūkea MLCD on the Island of O'ahu. DLNR-Division of Aquatic Resources (DAR) in turn, would like to hire a contractor to monitor, document, and assess the effectiveness of closures and other restrictions on access to high-traffic areas of the MLCD including the imposition of fees as well as propose any other long-term management plans to reduce the negative human impact on the health and abundance of marine life in the MLCD. This project will provide the data, propose plans, and submit a report to DLNR-DAR.

Therefore, bids were requested through the State Procurement System HlePro SOLICITATION NO. DAR RFP 2023 02, P23002298, posted April 18, 2023, with a closing date of May 22, 2023. Mālama Pūpūkea-Waimea submitted the sole bid for \$269,990.00.

The Subject Contract has been submitted to the Department of the Attorney General for legal review.

The contract is scheduled to run through November 1, 2025.

FUNDING SOURCE

Funds are currently available for this purchase in DAR's G-23-354 Fund from Act 31 (SLH 2022).

HRS Chapter 343 - Compliance with Environmental Law

DLNR-DAR has determined that the actions to be conducted under this contract will have little or no significant effect on the environment and are exempt from the preparation of an environmental assessment per the DLNR Exemption List:

General Exemption Type 5, Part 1:

#1. Conduct surveys or collect data on existing environmental conditions (e.g, noise, air quality, water flow, water quality, etc.).

#2. Non-destructive data collection and inventory, including field, aerial and satellite surveying and mapping.

#13. Research that the Department declares is designed specifically to monitor, conserve, or enhance native species or native species' habitat.

#19. Conduct planning and feasibility studies.

RECOMMENDATIONS

Based on the above, DLNR-DAR requests:

1. That the Board, based on the above, declare that the actions which are anticipated to be undertaken under this Contract will have little or no significant effect on the environment and are therefore exempt from the preparation of an environmental assessment.
2. That the Board authorize the Chairperson to approve and execute the Contract between the BLNR and Mālama Pūpūkea-Waimea for a Pūpūkea MLCD Carrying Capacity Study, subject to approval as to form and content by the Department of the Attorney General.

Respectfully submitted,



BRIAN J. NEILSON, Administrator
Division of Aquatic Resources

APPROVED FOR SUBMITTAL:

A handwritten signature in black ink, appearing to be 'Dawn N. S. Chang', written over a horizontal line.

DAWN N. S. CHANG, Chairperson
Board of Land and Natural Resources

Attachment

Exhibit 1 - Contract between the BLNR and Mālama Pūpūkea-Waimea for a
Pūpūkea MLCD Carrying Capacity Study (\$269,990.00)



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective as of Jun 8, 2023, _____, between Board of Land and Natural Resources,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Chairperson,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is 1151 Punchbowl Street, Room 130, Honolulu, HI 96813
 _____ and Malama Pupukea Waimea

 ("CONTRACTOR"), a non profit corporation, 501 (c)(3),
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of Hawaii, whose business address and federal
 and state taxpayer identification numbers are as follows: PO Box 188, Haleiwa HI, 96712
GE-115-078-9632-01, FEIN 27-0855937

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.
- B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.
- C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.
- E. Pursuant to §103D-303 and HRS section 171-6, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
 (1) Act 31 (SLH 2022)
(Identify state sources)
 OR (2) _____
(Identify federal sources)
 or both, in the following amounts: State \$ 269,990.00
 Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number P23002298-01 ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied

or services performed, or both, under this Contract in a total amount not to exceed
Two hundred sixty nine thousand, nine hundred ninety and 00/100 _____ DOLLARS

(\$ 269,990.00 _____), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of two hundred and 00/100 _____ DOLLARS (\$ 200.00 _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE



(Signature)

Dawn N. S. Chang

(Print Name)

Chairperson

(Print Title)

Jun 8, 2023

(Date)

CONTRACTOR

Malama Pupukea Waimea

(Name of Contractor)



(Signature)

Denise Antolini

(Print Name)

President *

(Print Title)

June 8, 2023

(Date)

CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

HAWAII ACKNOWLEDGMENT

H.R.S. 502-41(6); H.A.R. 5-11-8

State of Hawaii }
 City and County of Honolulu OR } ss.
 County of _____ }

On this 8 day of June, 2023, in the First Circuit, State of Hawaii,
Day Month Year Name of Circuit

before me personally appeared Denise Antolini (,)
Name of Signer 1

(and _____ (,) to me personally known or proved
Name of Signer 2 (if any)

to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
this instrument, who, being by me duly sworn or affirmed, did say that he/she executed the foregoing
instrument identified or described as contract for goods and services
Based upon competitive sealed as his/her
Proposals Type of Document

free act and deed, and if applicable, in the capacity shown having been duly authorized to execute such
instrument in such capacity. The foregoing instrument is dated JUN 08 2023 and
Date of Document

contained 3 pages at the time of this acknowledgment/certification.
No. of Pages



Place Notary Seal or Stamp Above

Regina Enea
Printed Name of Notary Public

Notary Public — STATE OF HAWAII

My commission expires: 1/9/2026

Regina Enea
Signature of Notary Public



STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of Malama Pupukea Waimea, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

***Reminder to Agency:** If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By *Denise Antolini*
(Signature)
 Print Name Denise Antolini
 Print Title President
 Name of Contractor Malama Pupukea Waimea
 Date June 8, 2023

HAWAII ACKNOWLEDGMENT

H.R.S. 502-41(6); H.A.R. 5-11-8

State of Hawaii }
 City and County of Honolulu OR } ss.
 County of _____ }

On this 8 day of June, 2023, in the First Circuit, State of Hawaii,
Day Month Year Name of Circuit

before me personally appeared Denise Antolini (,) *Name of Signer 1*

(and _____ (,) to me personally known or proved
Name of Signer 2 (if any)

to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to
this instrument, who, being by me duly sworn or affirmed, did say that ~~he~~/she executed the foregoing

instrument identified or described as Contractor's Standard of Conduct as ~~his~~/her
Declaration *Type of Document*

free act and deed, and if applicable, in the capacity shown having been duly authorized to execute such

instrument in such capacity. The foregoing instrument is dated JUN 08 2023 and
Date of Document

contained 2 pages at the time of this acknowledgment/certification.
No. of Pages



Place Notary Seal or Stamp Above

Regina Enea

Printed Name of Notary Public

Notary Public — STATE OF HAWAII

My commission expires: 11/9/2026

Regina Enea
Signature of Notary Public



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Hawaii)
) SS.
City and COUNTY OF Honolulu)

On this 8 day of June, 2023 before me appeared

Denise Antolini and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that ~~he/she/they~~ is/~~are~~ President and _____ of Malama Pūpūkea Waimea, the CONTRACTOR named in the foregoing instrument, and that ~~he/she/they~~ is/~~are~~ authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that ~~he/she/they~~ executed said instrument as the free act and deed of the CONTRACTOR.



(Notary Stamp or Seal)

Regina Enea
(Signature)

Regina Enea

(Print Name)

Notary Public, State of Hawaii

My commission expires: 1/9/2026

Doc. Date: JUN 08 2023 # Pages: 1

Notary Name: Regina Enea First Circuit

Doc. Description: Contract between Malama Pūpūkea Waimea and DLNR - RFP 2023 02

(Notary Stamp or Seal)

Contractor's Acknowledgment

Regina Enea

JUN 08 2023

Notary Signature

Date

NOTARY CERTIFICATION





STATE OF HAWAII
TIME OF PERFORMANCE

Solicitation P23002298-01
RFP DAR 2023 02
Title: Pupukeya MLCD Carrying Capacity Study

As set forth in the proposal, fully complete all work under this contract by November 1, 2025.



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

[Signature]

(Signature)

Dawn N. S. Chang

(Print Name)

Chairperson

(Print Title)

Jun 8, 2023

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

DAR RFP Contract with MPW for Pupukea MLCD CC Study

Final Audit Report

2023-06-08

Created:	2023-06-08 (Hawaii-Aleutian Standard Time)
By:	Laura Jackson (laura.a.jackson@hawaii.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATpST6ySN3PmL3uuG0aNcjrQ8w1qX8Xw

"DAR RFP Contract with MPW for Pupukea MLCD CC Study" History

-  Document created by Laura Jackson (laura.a.jackson@hawaii.gov)
2023-06-08 - 4:23:43 PM HST
-  Document emailed to Dawn Chang (dawn.chang@hawaii.gov) for signature
2023-06-08 - 4:26:00 PM HST
-  Document e-signed by Dawn Chang (dawn.chang@hawaii.gov)
Signature Date: 2023-06-08 - 6:58:59 PM HST - Time Source: server
-  Agreement completed.
2023-06-08 - 6:58:59 PM HST



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

Vendor Name: MALAMA PUPUKEA-WAIMEA

Issue Date: 06/08/2023

Status: **Compliant**

Hawaii Tax#: 90711385-01

New Hawaii Tax#:

FEIN/SSN#: XX-XXX5937

UI#: No record

DCCA FILE#: 227124

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

Division of Aquatic Resources

REQUEST FOR PROPOSALS
No. DAR-RFP-2023-02

SEALED OFFERS
FOR

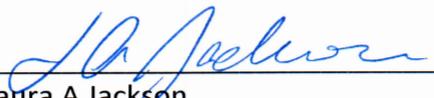
Pupukea MLCD Carrying Capacity Study

STATE OF HAWAI'I
DEPARTMENT OF LAND & NATURAL RESOURCES

WILL BE RECEIVED UP TO 2:00 PM (HST) ON

May 22, 2023

ELECTRONICALLY THROUGH THE STATE OF HAWAI'I ELECTRONIC PROCUREMENT SYSTEM (HIePRO). DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO LAURA JACKSON at LAURA.A.JACKSON@HAWAII.GOV.



Laura A Jackson
DAR Procurement Officer

STATE OF HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAI'I 96813

NOTICE TO OFFERORS

Specifications for Solicitation No. **DAR-RFP-2023-02 Pupukea MLCD Carrying Capacity Study** are available for download on the State of Hawaii Electronic Procurement System (HiePRO). **All offers are due through electronic submittal on HiePRO by:**

Offers are due: Date: May 22, 2023
Time: 2:00 PM (HST)

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawai'i Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed OFFER FORMS for DAR-RFP-2023-01 uploaded to HiePRO.

The award, if awarded, shall be subject to the availability of funds.

Should there be any question on this matter, please contact Laura Jackson at laura.a.jackson@hawaii.gov.

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- **Attachment 1: OFFER FORMS, OF-1, OF-2**

SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State of Hawaii legislature has directed the Department of Land and Natural Resources (DLNR) to establish a three-year pilot program¹ to assess the carrying capacity in the Pupukea Marine Life Conservation District (MLCD) on the Island of Oahu. DLNR-Division of Aquatic Resources (DAR) in turn, would like to hire a contractor to monitor, document, and assess the effectiveness of closures and other restrictions on access to high-traffic areas of the MLCD including the imposition of fees as well as propose any other long-term management plans to reduce the negative human impact on the health and abundance of marine life in the MLCD. This project will provide the data, propose plans, and submit a report to DLNR-DAR.

DAR Principal Investigator: David Sakoda, Program Manager
David.Sakoda@hawaii.gov.

1.2 CANCELLATION

This request for proposals (RFP) may be canceled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	= Best and Final Offer
CPO	= Chief Procurement Officer
DAGS	= Department of Accounting and General Services
DAR	= Division of Aquatic Resources
GC	= General Conditions, issued by the Department of the Attorney General
GP	= General Provisions

¹ Due to funding delays, the actual pilot program will be less than three years. Please refer to the Term of Contract set forth in section 2.6, below.

Procurement Officer = The contracting officer for the State of Hawaii, State Procurement Office

State = State of Hawaii

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

This schedule represents the State’s best estimate of the schedule that will be followed. All times indicated are Hawai’i Standard Time (HST). If a component of this schedule, such as “Proposal Due deadline” is delayed, the rest of the schedule will likely be shifted by the same number of days. Any changes to the RFP Schedule and Significant Dates shall be reflected in and issued in an amendment. The approximate schedule is as follows:

Release of Request for Proposals	April 18, 2023
Due Date to Submit Questions	April 24, 2023 2:00 PM HST
State’s Response to Questions	May 1, 2023
Proposals Due Date/Time	May 22, 2023 2:00 PM HST
Notice of Award	TBD
Contract Start Date	As determined by the Notice to Proceed

1.5 QUESTIONS ON RFP

The purpose is to provide Offerors an opportunity to submit written questions about the procurement.

All questions shall be submitted by the due date specified in Section 1.4 *RFP Schedule and Significant Dates*, as amended.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND OBJECTIVE

The State of Hawaii 31st legislature, via Act 31, approved by the Governor on June 8, 2022, has directed the Department of Land and Natural Resources (DLNR) to establish a three-year pilot program to assess the carrying capacity in the Pupukea Marine Life Conservation District (MLCD) on the Island of Oahu. The legislature finds that the protected beaches and bays of the Pupukea MLCD are very popular on the North Shore of Oahu. So popular in fact that they are concerned that the unabated levels of tourism may threaten the health and abundance of the marine life within the MLCD as well as limit the use and enjoyment of the area by residents.

The legislature believes “that allowing the unlimited human access to sensitive marine areas like the Kapoo Tidepools, and Shark’s Cove is contrary to Native Hawaiian cultural traditions of adaptive management, including kapu, or closures, to ensure abundance in perpetuity. Based on carrying capacity studies on Hanauma Bay, several measures were adopted to restrict unfettered human access to protect marine life there. The goal of this pilot project will be to conduct a pilot program to identify and assess various management options to reduce the impact of humans on the health and abundance of marine life in sensitive areas of the MLCD.

The winning bidder/vendor of this project will coordinate with various stakeholders including DLNR, City and County of Honolulu, University of Hawai’i, and community groups to assess the carrying capacity of priority areas within the MLCD, propose and implement a range of management measures, assess their effectiveness and propose long-term management strategies. All this information will be compiled into a final report that will be submitted to DLNR-DAR. Funding is limited from State of Hawaii General Funds and will not exceed \$270,000.

2.2 SCOPE OF WORK

- 1. Convene in collaboration with DLNR-DAR at least bi-annual meetings with stakeholder groups.** Stakeholders should include DLNR, City and County of Honolulu, UH, HIMB, NGOs, and community organizations. The purpose of these meetings is to gather input from stakeholders and provide updates on the Pupukea Carrying Capacity Pilot project.
- 2. Conduct carrying capacity study of prioritized areas within the MLCD.** Stakeholders will help prioritize sensitive areas within the MLCD to focus the study. The study should

identify current use of area, impacts from use, and appropriate indicators to measure effectiveness of pilot management options and long-term effectiveness of any management measures adopted. This study should also identify potential management measures to address the impacts identified in the study and include what authorities exist to implement them and approximate cost.

- 3. Implement pilot management measures.** A selection of management measures should be chosen from the carrying capacity study to implement. Options that can be implemented and tracked during the contract term should be prioritized. These measures could include, but are not limited to, voluntary kapu, mandatory kapu, imposition of fees, etc. Implementation of management measures should not be dependent on DAR's commitment of resources or issuance of permits. Contractor should monitor, document, and assess the effectiveness of management measures. The results will be compiled and shared in the final report to DLNR-DAR.
- 4. Conduct feasibility study on any additional management measures that cannot be implemented within the timeline of the pilot project.**
- 5. Propose long-term management options,** based on results from pilot implementation of management measures and feasibility study. Prioritize management measures and provide recommendations for implementation based on lessons learned from pilot project.
- 6. Provide final report to DLNR-DAR** by November 1, 2025, so DAR in turn can provide report to legislature no later than January 1, 2026. This final report should include results from pilot project, feasibility study for additional management measures and a proposal for long-term management options.

The scope of work includes meeting all the detailed requirements as set forth in this RFP.

2.3 OFFEROR'S QUALIFICATIONS

The following are minimum qualifications the Offeror must meet for their proposal submittal to be eligible for evaluation. The Offerors submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the State without further consideration.

Offeror must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the Offeror to be rejected from further evaluation. The Contractor shall have the following qualifications:

1. Demonstrated experience working within Pupukea MLCD or surrounding area.
2. Documented three (3) to five (5) years' experience implementing collaborative community-based research, monitoring and implementing management measures.
3. Experience partnering with Division of Aquatic Resources and demonstrated ability to build partnerships with state, county, and community organizations.
4. Complaint with the State's Rules and Regulations through the Hawaii Compliance Express.

2.4 OFFEROR'S RESPONSIBILITIES

1. Perform all tasks in the Scope of Work.
2. Issues brought to the Offeror's attention must be addressed within forty-eight (48) hours.
3. Selected Offeror must provide periodic project update briefings to DAR Project Team.

2.5 DAR RESPONSIBILITIES

1. Review and approve project deliverables.
2. Monitor project progress through status meetings, status reports, and project schedules, bring issues to Contractor's attention in a prompt manner.
3. Issue payment to Vendor upon receiving acceptable deliverables and appropriate invoices.

2.6 TERM OF CONTRACT

Successful Offeror shall be required to enter in a formal written contract or purchase order to commence work on this project. The initial term of the contract shall be the following, starting on the official commencement date of the Notice to Proceed.

NTP + 10 months:

- 2 meetings held with stakeholders
- Carrying Capacity Study completed

NTP + 20 months:

- Implementation of Management Options
- 2 more meetings held with stakeholders
- Monitoring of effectiveness of management options

NTP + 28 months:

- 2 more meetings with stakeholders
- Continued monitoring
- Feasibility report
- Final report

The initial contract period of performance is intended to begin approximately on June 1, 2023, and end by November 1, 2025.

2.7 CONTRACT ADMINISTRATOR

For the purpose of this contract, Laura Jackson, 808-640-1164, or authorized representative, is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The state will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Division of Aquatic Resources in writing prior to the deadline for written questions as stated in the RFP *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance of a defective solicitation and exposure of preproposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No., and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

- 3.8.1** One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2** Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.8.3** When an offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in the RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.4** The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.
- 3.8.5** Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

- 3.9.1** To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.
- 3.9.2** Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1. Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2. The price shall be an all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.10 PROPOSAL CONTENTS

Proposals must:

3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions in this RFP.

3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.

3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor.
- b. The subcontractor's willingness to perform for the indicated.

3.10.4 Provide all the information requested in the RFP in the order specified.

3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section below. Each section must be addressed individually, and pages must be numbered.

a. Transmittal Letter

See Attachment 1, Offer Form OF-1.

b. Experience and Capabilities:

- 1) A list of key personnel and associated resumes for those who will be dedicated to the project.
- 2) One or more letters of support from partner agencies that Offeror has worked with.
- 3) A summary listing of judgements or pending lawsuits or actions against, adverse contract actions, including

termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

4) A list of sample projects and/or examples of written plans.

c. Pricing.
See Offer Form OF-2.

3.11 RECEIPT AND REGISTER OF PROPOSALS

Proposals will only be received within the State of Hawaii Electronic Procurement System (HlePRO). All offers are due through electronic submittal on HlePRO by May 22, 2023, by 2:00 PM (HST).

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawai'i Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed OFFER FORMS for DAR-RFP-2023-02 and all other proposal documents uploaded to HlePRO.

3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offerors. The Offerors shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.13.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

- 3.14.3** Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- 3.14.4** If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clear on the face of the proposal, in which event the proposal may not be withdrawn.
- 3.14.5** If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA

4.1 RECEIPT AND REGISTER OF PROPOSALS

Submission of a proposal shall not create rights, interest, or claims of entitlement in any proposer, including the best evaluated proposer. The State reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations; including, but not limited to unreasonably high

prices, failure of all proposals to meet technical specifications, error in the request for proposals, cessation of need, unavailability of funds, or a determination by the procurement agency that proceeding with the procurement would be detrimental to the best interests of the State.

4.2 WEIGHTING AND EVALUATION OF PROPOSALS

Proposals will be ranked by an evaluation committee consisting of three or more government officials. Evaluation criteria and their associated points are listed below. The award will be made to the responsible provider(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Proposals will be reviewed for inclusion of necessary documents and proposal requirements; any proposals that do not contain the required documents may be deemed unacceptable. All acceptable proposals will be viewed by an evaluation committee as specified in this section. The State reserves the right to determine what is in the State's best interest in this evaluation process. The proposal with the most value for the State may not necessarily be the proposal offering the lowest cost. The State reserves the right to select portions of a proposal, or to reject any and all proposals.

Evaluation Criteria - Those proposals that are determined to be acceptable shall be evaluated based upon the criteria detailed below. The evaluation process will award points for each criterion based on the total available points for that criterion (e.g., Total points = 100: high score = 100, low score = 0). The sum of all criteria will equal the total proposal score. Those proposals failing to receive a minimum qualifying score (65) shall be disqualified from further consideration. The total number of points used to score this proposal is 100.

Proposals submitted will be evaluated using the following criteria:

1. Evidence of Experience. Total points = 40
 - Provider has professional qualifications and experience that will allow them to perform actions described in the RFP and submitted proposal
 - Previous experience and proficiency in designing studies and presenting results for diverse stakeholder groups
 - Evidence of project management
 - Success working with the state and community groups
2. Program Objectives and Timeline. Total points = 20
 - Project objectives, details, and relevant information adequately address the description of work and can be completed within the award period
 - Objectives align with the deliverables outlined in Act 31

3. Evidence of Experience Coordinating with Diverse Stakeholder Groups. Total points = 15
 - Demonstrated success working with the state of Hawaii when developing and implementing similar projects
 - Provider has experience coordinating with diverse partners to implement projects

4. Budget. Total points = 25
 - The budget should be adequate to complete the scope of work and budget expenses should be relevant to project objectives
 - Evidence of budgeting experience and detailed enough to show how funds will support deliverables



Abstract Report

HlePRO - State of Hawaii eProcurement

06/05/2023 05:00 PM

Land & Natural Resources

<http://hiepro.hawaii.gov>

Pupukea MLCD Carrying Capacity Study

Method of Procurement: Competitive Sealed Proposals (RFP)

Solicitation Number: P23002298

Category: Goods and Services

Submittal Due Date & Time: 05/22/2023 02:00 PM

Release Date: 04/18/2023

Line Items

Ln Item #	Item Title	UoM	Quantity	Line Item Description
1	Pupukea MLCD Carrying Capacity Study	JOB	1	The State of Hawaii legislature has directed the Department of Land and Natural Resources (DLNR) to establish a pilot program to assess the carrying capacity in the Pupukea Marine Life Conservation District (MLCD) on the Island of Oahu. DLNR-Division of Aquatic Resources (DAR) in turn, would like to hire a contractor to monitor, document, and assess the effectiveness of closures and other restrictions on access to high-traffic areas of the MLCD including the imposition of fees as well as propose any other long-term management plans to reduce the negative human impact on the health and abundance of marine life in the MLCD. This project will provide the data, propose plans, and submit a report to DLNR-DAR.

Line Item Responses:

Line Item: 1;

Title: Pupukea MLCD Carrying Capacity Study;

UoM: JOB;

Quantity: 1;

ABSTRACT REPORT

HlePRO – State of Hawaii eProcurement

Vendor Name	Unit Price	Extended Price	Vendor Comments
Malama Pupukea-Waimea	\$269,990.00	\$269,990.00	Thank you for the opportunity to submit this proposal!
Manufacturer Name	Manufacturer ID	Manufacturer Part #	Manufacturer URL
--	--	--	--

Sum of All Line Items by Vendor:

Vendor Name	Ln Item #(s)	Unit Price Sum	Extended Price Sum	Vendor Compliance in HCE
Malama Pupukea-Waimea	1	\$269,990.00	\$269,990.00	yes (06/05/2023 05:00 PM)



Contract Award Summary Report

Awarding Agency

Department: Land & Natural Resources

Division: Division of Aquatic Resources

Requestor Division: Division of Aquatic Resources

Buyer Name: Jackson, Laura

Requestor Name: Jackson, Laura

Buyer Email: laura.a.jackson@hawaii.gov

Date Request Submitted: 05/01/2023

Award

Award Number: 12966

Contract Number: TBD

Award Title: Pupukea MLCD Carrying Capacity

Award Date: 05/30/2023

Contract Start: 06/05/2023

Contract End: 11/01/2025

Competition Comments: We are awarding to the only responsive bidder. The bidder is responsible, their offer is fair and reasonable, and other bidders had reasonable opportunity to respond.

General Comments: We are awarding to the only responsive bidder. The bidder is responsible, their offer is fair and reasonable, and other bidders had reasonable opportunity to respond.

Awardee

Awardee Legal Name: Malama Pupukea-Waimea

Awardee DBA:

Awardee Address: P.O. Box 188, Haleiwa, HI 96712

Awardee Contact: Denise Antolini

Compliance: Yes (05/30/2023 05:26 PM) Original Award Created
Yes (05/30/2023 05:27 PM) Current Status

Award Approvals

Approver Name

Date & Time Approved

Amendments

Amendment Award Instructions

Amendments Attachments

File	Amendment #	Date & Time Uploaded
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Award Attachments

File	Date & Time Uploaded
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Original Award - Awarded Line Items

Line	Title	Unit of measure	Quantity	Original Award Amount
1	Pupukea MLCD Carrying Capacity Study	JOB	1	\$269,990.00

Line Item Descriptions

Line	Description
1	The State of Hawaii legislature has directed the Department of Land and Natural Resources (DLNR) to establish a pilot program to assess the carrying capacity in the Pupukea Marine Life Conservation District (MLCD) on the Island of Oahu. DLNR-Division of Aquatic Resources (DAR) in turn, would like to hire a contractor to monitor, document, and assess the effectiveness of closures and other restrictions on access to high-traffic areas of the MLCD including the imposition of fees as well as propose any other long-term management plans to reduce the negative human impact on the health and abundance of marine life in the MLCD. This project will provide the data, propose plans, and submit a report to DLNR-DAR.

Abstract

Line	Vendor Name	Unit of Measure	Quantity	Unit Price	Total Price
1	Malama Pupukea-Waimea	JOB	1	\$269,990.00	\$269,990.00

Solicitation

 Solicitation Number: P23002298-01

 Short Title: Pupukea MLCD Carrying Capacity

 Release Date: 04/18/2023

 Method of Procurement: Competitive Sealed Proposals
(RFP)

 Scheduled Start: 06/05/2023

 Scheduled End or Delivery: 11/01/2025

 Due Date: 05/22/2023 02:00 PM

 Number of Notices Sent: 293

Solicitation Approvals

Approver Name	Date & Time Approved
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Solicitation Addenda

Addendum Number	Date Issued	Reason
P23002298-01	05/01/2023	There are so many questions to answer, we are providing the questions and answers as a pdf amendment attachment.

Solicitation Addenda Approvals

Addendum Number	Approver	Date & Time Approved
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Offeror Compliance Status

Vendor	Compliance Status	Original Award Date & Time
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Electronically submitted through the State of Hawai‘i Electronic Procurement System (HiePRO)

May 22, 2023

Laura Jackson, Procurement Officer
State of Hawai‘i Department of Land and Natural Resources
Division of Aquatic Resources
1151 Punchbowl St., Rm. 330
Honolulu, HI 96813

Re: DAR-RFP-2023-02 Pūpūkea MLCD Carrying Capacity Program
Transmittal Letter

Aloha Ms. Jackson,

Mālama Pūpūkea-Waimea (MPW) is pleased to submit this proposal to the State of Hawai‘i Department of Land and Natural Resources (DLNR) Division of Aquatic Resources (DAR) in response to DAR-RFP-2023-02 Pūpūkea MLCD Carrying Capacity Program.

Our proposal contains:

- _ OF-1 & OF2
- _ 2.3 Offerer’s Qualifications
- _ 3.10.3 MPW Scope of Work
- _ MPW Proposal - Narrative
- _ MPW Proposal - Timeline
- _ MPW Proposal - Team Diagram
- _ MPW Proposal - Team List
- _ MPW Proposal - Budget
- _ 3.10.3 Subcontractors’ Scope of Work
- _ 3.10.5.b.1 Experience & Capabilities - MPW and Subcontractors’ CVs
- _ 3.10.5.b.2 Letters of Support from Partner Agencies and Nonprofits
- _ 3.4.1 Tax Liability - GE Exemption Status
- _ 3.10.5.b.3 Judgments or Pending Lawsuits
- _ 3.10.5.b.4 Sample Written Projects or Examples of Written Plans (Attachments A-D uploaded separately to HiePro)

The Proposal Narrative includes an annual budget table and narrative for the three-year Pūpūkea MLCD Carrying Capacity Program, totaling \$269,990.

For nearly twenty years, MPW has been privileged to work with DAR and the Division of Conservation and Resources Enforcement (DOCARE), and a broad array of other federal, state, and county agencies, and non-profit partners, on stewardship of the Pūpūkea MLCD.

MPW has demonstrated a strong commitment to achieving the mission of DLNR and its divisions, particularly evidenced by our Makai Watch partnership (since 2014) with DOCARE and our extensive collaboration with the DAR Holomua Team (since 2020) on the development of the forthcoming Pūpūkea MLCD Management Plan.

Our proposal seeks to re-affirm and further this longstanding commitment through the three-year Pūpūkea MLCD Carrying Capacity Program directed by the State Legislature under Act 31 (2022) to determine sustainable management solutions for the MLCD that will ensure the future health and abundance of Hawai‘i’s precious natural resources, biodiversity, and marine habitats in this state-designated protected area.

MPW is confident that the award of this contract will lead DAR, MPW, and the many stakeholders who care deeply about the Pūpūkea MLCD, to a successful collaboration that identifies feasible options for a range of management measures, assesses their effectiveness, and proposes long-term management strategies, refined through a robust community engagement process, in a report to the State Legislature in 2025.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Denise Antolini". The signature is fluid and cursive, with the first name "Denise" being larger and more prominent than the last name "Antolini".

Denise Antolini, President
Mālama Pūpūkea-Waimea
P.O. Box 188
Hale‘iwa, HI 96712
antolinid@gmail.com
(808) 554-7215

**OFFER FORMS for
DAR RFP 2023 02
OF-1**

Laura Jackson, DLNR-DAR Procurement Officer
State of Hawaii
Honolulu, Hawaii 96813

Dear Procurement Officer,

The undersigned has carefully read and understands the terms and conditions in the Specifications, Scope of Work, and Special Provisions in this Request for Quotes attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offer is:

Sole Proprietor Partnership *Corporation Joint Venture
 Other Non-Profit Corporation

*State of incorporation: Hawaii

Hawaii General Excise Tax License I.D. No. GE-115-078-9632-01

Federal ID No. 501(c)(3) FEIN 27-0855937

Payment address
(Other than street address
below): P.O. Box 188

City, State, Zip Code: Hale'iwa, Hawaii 96712

Business address (street
address): c/o 58-463 Alapio Road

City, State, Zip Code: Hale'iwa, Hawaii 96712

Respectfully submitted:

May 22, 2023

Date

(808) 554-7215

Telephone No.

N/A

Fax No.

antolinid@gmail.com

Email Address

(x) 
Authorized (Original) Signature

Denise Antolini, President

Name and Title (Please Type or Print)

** Mālama Pūpūkea-Waimea

Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed (Corporate Resolution Required).

**OFFER FORMS for
DAR RFP 2023 02
OF-2**

The following bid is hereby submitted:

Pūpūkea Marine Life Conservation District Carrying Capacity Program Proposal by Mālama Pūpūkea-Waimea

Description

Offer Price*

Lead and coordinate <3 year program:

~~(1) biological and social carrying capacity study,~~

~~(2) implement and monitor management measures,~~

(3) consultation meetings with stakeholders,

(4) feasibility assessment,

(5) final report.

\$ 269,990



Authorized Signature

Denise Antolini, President, Mālama Pūpūkea-Waimea

Print or Type name of Authorized Signature

May 20, 2023

Date

Offeror shall provide the following information:

Office Address: P.O. Box 188
Hale'iwa, HI 96712

Contact Person: Denise Antolini

Telephone: (808) 554-7215

E-mail: antolinid@gmail.com

*all-inclusive costs

2.3 OFFEROR'S QUALIFICATIONS¹

MPW meets the minimum qualifications to submit this proposal. Here are some highlights of MPW's qualifications for each criterion indicated in the RFP:

1. Demonstrated experience working within Pūpūkea MLCD or surrounding area.

- The mission of MPW is “Working to replenish and sustain the natural and cultural resources of the Pūpūkea and Waimea ahupua‘a for present and future generations through active community stewardship, education, and partnerships.
-
- Since 2005, MPW has focused its work on stewardship of the makai area of the Pūpūkea and Waimea ahupua‘a, the Pūpūkea MLCD, designated in 1983.
- MWP is the only organization with a primary focus on the Pūpūkea MLCD and for the past 18 years has consistently maintained and expanded this work, in partnership with many government, non-profit, and other community partners.
- MPW Board, staff, contractors, and volunteers have conducted kilo (observation), programs, research, surveys, and other educational, scientific, and management activities on-site in the Pūpūkea MLCD at least weekly every year since 2005.

2. Documented three (3) to five (5) years' experience implementing collaborative community-based research, monitoring and implementing management measures.

- MPW has conducted citizen science since the organization began in 2005 through volunteer efforts to document fish and invertebrate abundance and biodiversity, environmental conditions, and threat assessment, often with training from non-profit organizations such as The Nature Conservancy and the Hawai'i Conservation Stewardship Network (now KUA - Kua'Āina Ulu 'Auamo), as well as DAR and UH scientists.
- MPW has collaborated frequently for almost two decades with UH scientists, particularly Dr. Alan Friedlander and Dr. Kosta Stamoulis, who have conducted longitudinal surveys of fish biodiversity in the Pūpūkea MLCD outside/makai of the Kapo‘o Tidepools and Cove (2007, 2010, 2013, 2014, 2017, 2018, 2019, 2020, 2022, 2023); and with Dr.

¹ These qualifications are reiterated in the Proposal Narrative.

Friedlander, Dr. Whitney Godell, and Dr. Cindy Hunter on a comprehensive bio-assessment of the Kapo‘o Tidepool in 2020.

- MPW started its own science program more formally in 2012 when now Dr. Anne Chung conducted a summer-long study of the biodiversity in the Kapo‘o Tidepools (Sharks Cove) for her Masters Thesis as MPW's first Marine Science Coordinator. Since then, MPW has hired Marine Science Coordinator/Researchers in the summers of 2015 (Marina Zannino), 2020 (Keelan Barcina), 2021 (Samantha Mislinski), 2022 (Ellie Jones), and 2023 (Maile Coberly) to continue, expand, and refine the biodiversity studies of Kapo‘o Tidepools and Cove.
- In Summer 2023, MPW conducted a groundbreaking Biological Carrying Capacity study focused on the sensitive shallow-water areas of the Kapo‘o Tidepools and Cove, led by Dr. Kosta Stamoulis, supported by twice-weekly biological surveys in the Kapo‘o Tidepools (Ellie Jones), drone mapping of human use at Kapo‘o (Shoreline Conservation, Rob Walker and Ben Duncan), and a visitor impact tracking project (UH Marine Options Program students). (The methodology and results of the study are summarized in the slides included in this proposal as Attachment A.)
- MPW has also commissioned a number of studies and projects that focus on environmental conditions and threats, including on water quality (Surfrider Foundation, frequent sampling, 2018; water quality program protocol, 2019; Dr. Henrietta Dulai and Aston Ramos, 2021); freshwater upwelling in Kapo‘o (Shoreline Conservation, Robert Walker, Ben Duncan, 2020).
- MPW has also conducted frequent human use (number of and types of recreational use) counts of the Kapo‘o Tidepools, Cove, Kalua o Maua (Three Tables), and Waimea Bay since 2010, as well as during the Tidepool studies mentioned above.

3. Experience partnering with Division of Aquatic Resources and demonstrated ability to build partnerships with state, county, and community organizations.

- The most significant management measures that MPW has undertaken in collaboration with DAR are: (1) the Chapter 91 process to include the Kapo‘o Tidepools in the formal boundaries of the MLCDD and other administrative rule updates (approved by the Board of Land and Natural Resources in 2021); and (2) the forthcoming Pūpūkea MLCDD Management Plan, developed over the past three years in close collaboration with the DAR Holomua team, for which MPW is the “initial pilot” partner for the eventual statewide management plan program.

- Other management projects that MPW has collaborated on with DAR include: (3) MPW has also applied for and received several Special Use Permits from DAR for removal of invasive limu in the MLCD; (4) DAR was the agency manager for the \$49,568 GIA from the State Legislature to MPW for phase 4 of the native plant project in 2017; (5) MPW installed two educational “Reef Etiquette” signs in Pūpūkea Beach Park under a statewide DAR sign program in 2012; and (6) DAR is currently reviewing new signs designed by MPW through an application under DAR’s new sign-logo policy, for which MPW was the pilot example for the submittal to the Board of Land and Natural Resources (2023).
- In 2014, MPW became the first DOCARE Makai Watch program and has consistently maintained this program, with annual (or more) training for the community (in-person and on Zoom) co-taught by DOCARE on the rules of the MLCD and pono practices.
- MPW has often collaborated with the City and County of Honolulu Department of Parks and Recreation (DPR) on permits and rights of entry for: outreach and education tent (staffed by MPW every Saturday at Sharks Cove for over 15 years until COVID); native plant restoration project (four phases over eight years at Sharks Cove); youth education programs (such as Ka Papa Kai and Lawa‘i Pono); installation of educational signage; beach cleanups; rehabilitation of the comfort stations and recreational courts; and MPW has a pending application for Adopt-A-Park for Pūpūkea Beach Park.
- MPW has a longstanding informal collaboration with the City and County of Honolulu Ocean Safety Division on issues such as: MPW provides education and materials regarding MLCD rules for the lifeguards at Waimea Bay, who patrol the entire MLCD; MPW makes requests for additional coverage, incidents, or interventions; MPW provides annual lectures for youth in the North Shore Jr. Lifeguards; and MPW collaborates on maintaining “taping off” beaches for safety and surf.
- MPW collaborates with other non-profit organizations in the area and statewide on community-based science and management: founding member of the KUA-hosted E Alu Pū network, Lawa‘i Pono, and Limu Hui; shares expertise with the North Shore Community Land Trust; partners on events, grants, research, and community events (including Ocean Day 2023) with Waimea Valley Hi‘ipaka LLC; educational programs with I Nui Ke Aho; legislative and advocacy work with the Ocean Hui (2022) and Ocean Task Force (2023), which includes working closely with HIROC and Friends of Hanauma Bay; and partners with the Environmental Law Program of the William S. Richardson School of Law (legal externs and pro bono projects have assisted with management, governance, and advocacy for over 15 years).

- Through its longstanding Marine Science Talk Story program (started in 2009, both in-person and webinars), featuring invited speakers from government (e.g., NOAA, Hawaiian Islands Humpback Whale National Marine Sanctuary, U.S. Fish and Wildlife Service), non-profits, and other communities, MPW has gained a far-reaching network of partners and advisors who have assisted in numerous projects and initiatives.

4. Compliant with the State's Rules and Regulations through the Hawaii Compliance Express.

- MPW is compliant, pending the clearance of one GET form (with no taxes owed) submitted by MPW to the Department of Taxation two months ago, in March 2023 for the 2022 tax year.

* * *

DAR-RFP-2023-02
Pūpūkea MLCD Carrying Capacity Program
State of Hawai‘i Department of Land & Natural Resources

MĀLAMA PŪPŪKEA-WAIMEA PROPOSAL NARRATIVE

May 22, 2023

To set the foundation for our Proposal Narrative,¹ we share this testimony from MPW Director of Education Jenny Yagodich on the need for SB3330 (Act 31),:

The Kapo‘o Tidepools area of the Pūpūkea Marine Life Conservation District (MLCD) is an amazing, unique, and important shallow-water, nursery-type habitat for marine life including fish, corals, limu, turtles, sharks, seals, and so much more. Sadly, this fragile area within the marine sanctuary is subject to a rapidly increasing and unregulated number of users and their presence is literally killing the marine life that should be abundant there.

During the Covid lockdown in 2020, we were able to get in the water and conduct biological surveys. Like many other places throughout our islands, once given a break from thousands of feet a day, the ecosystem rebounded quickly, and marine life were once again thriving and abundant. Submerged rocks in the shallow-water areas were again covered in turf algae (an important food source for many fish and other critters). Corals regained their color. Urchins, sea cucumbers, nudibranchs, anemone, sea stars, shrimps, crabs, octopus, eels, and an array of other marine life were once again out and about. Schools of juvenile fish moved back in and even sea turtles and rays took advantage of the unique and diverse ecosystem within the Kapo‘o Tidepools. This is, of course, what we would expect to see in a Marine Life Conservation District.

Once restrictions lifted, however, and visitors returned to Kapo‘o and the other shallow-water areas of the MLCD, all of that amazing biological progress was quickly undone. Today, the submerged surfaces are no longer covered in turf algae, but rather bare due to thousands of feet scrubbing them clean and preventing new growth. Corals are bleaching and some have died completely. Critters aren’t out and about, but rather hiding deep in holes, cracks, and crevasses. Crushed urchin skeletons are a common site. Fish are scarce and schools are dispersed. . . .

The constant trampling and other negative cumulative impacts are resulting in a dramatic decline in the health and abundance of marine life in a place that is supposed to be a protected area for fish and other marine species so that they can grow and reproduce. SB3330 SDI will require DLNR to establish and conduct a much-needed biological carrying capacity to determine the best balance between human-use and the marine environment itself. We are in full, desperate support.



¹ For ease of review, this Proposal Narrative follows the outline of **4.2 Weighting and Evaluation of Proposals - Evaluation Criteria**)

1. Evidence of Experience. Total points = 40

a. Provider has professional qualifications and experience that will allow them to perform actions described in the RFP and submitted proposal.

(Please also refer to **2.3 OFFEROR'S QUALIFICATIONS**)

The mission of Mālama Pūpūkea-Waimea (MPW), a non-profit organization dedicated to marine conservation on the North Shore of O‘ahu, is “Working to replenish and sustain the natural and cultural resources of the Pūpūkea and Waimea ahupua‘a for present and future generations through active community stewardship, education, and partnerships.”

Since 2005, MPW has focused its work on stewardship of the makai area of the Pūpūkea and Waimea ahupua‘a, the Pūpūkea MLCD, designated in 1983 and expanded in 2002 and 2003. MPW is the only organization with a primary focus on the Pūpūkea MLCD and for the past 19 years has consistently maintained and expanded this work, in partnership with many government, non-profit, and other community partners.

In line with the mission, MPW has assembled a team of partners and advisors to bring needed expertise to this project. This “dream team” of biological and environmental scientists, social scientists, cultural experts, and administrative support will enable MPW to achieve the overall project objective – which is ambitious due to both scope and timing – in the required time frame.

b. Previous experience and proficiency in designing studies and presenting results for diverse stakeholder groups

MPW Board, staff, contractors, and volunteers have conducted kilo (observation), programs, research, surveys, and other educational, scientific, and management activities on-site in and adjacent to the Pūpūkea MLCD at least weekly since 2005.

MPW has conducted citizen science since the organization began in 2005 through volunteer efforts to document fish and invertebrate abundance and biodiversity, environmental conditions, and threat assessment, often with training from non-profit organizations such as The Nature Conservancy and the Hawai‘i Community Stewardship Network (now KUA - Kua‘Āina Ulu ‘Auamo), as well as from DAR and UH scientists.

MPW has collaborated frequently for almost two decades with UH scientists, particularly Dr. Alan Friedlander and Dr. Kosta Stamoulis, who have conducted longitudinal surveys of fish biodiversity in the Pūpūkea MLCD outside/makai of the Kapo‘o Tidepools and Cove (2007, 2010, 2013, 2014, 2017, 2018, 2019, 2020, 2022, 2023); and with Dr. Friedlander, Dr. Whitney Goodell, and Dr. Cynthia Hunter on a comprehensive bio-assessment of the Kapo‘o Tidepool in 2020.

MPW started its own science program more formally in 2012 when now Dr. Anne Chung conducted a summer-long study of the biodiversity in the Kapo‘o Tidepools (Sharks Cove) for her Master Thesis as MPW’s first Marine Science Coordinator. Since then, MPW has hired Marine Science Coordinator/Researchers in the summers of 2015 (Marina Zannino), 2020 (Keelan Barcina), 2021 (Samantha Mislinksi), 2022 (Ellie Jones), and 2023 (Maile Coberly) to continue, expand, and refine the biodiversity studies of Kapo‘o Tidepools and Cove, two of the high-impact shallow-water areas covered in the scope of Act 31.

In Summer 2023, MPW conducted a groundbreaking Biological Carrying Capacity study focused on the sensitive shallow-water areas of the Kapo‘o Tidepools and Cove, led by Dr. Kosta Stamoulis, supported by twice-weekly biological surveys in the Kapo‘o Tidepools (Ellie Jones) (see Attachment D), drone mapping of human use at Kapo‘o (Shoreline Conservation, Rob Walker and Ben Duncan), and a visitor impact tracking project (UH Marine Options Program students). (The methodology and results of the study are summarized in the slides from Dr. Kosta included in this proposal as Attachment A.)

MPW has also commissioned several studies and projects that focus on environmental conditions and threats, including on water quality (Surfrider Foundation, frequent sampling, 2018; water quality program protocol, 2019; Dr. Henrietta Dulai and Aston Ramos, 2021); and mapping of freshwater upwelling in Kapo‘o (Shoreline Conservation, Robert Walker, Ben Duncan, 2020).

MPW has also conducted frequent human use counts (number and types of recreational use) of the Kapo‘o Tidepools, Cove, Kalua o Maua (Three Tables), and Waimea Bay since 2010, as well as during the Tidepool surveys mentioned above.

In conjunction with its scientific program, MPW has presented its projects, progress, and results through extensive community engagement. MPW has organized and hosted many presentations through its longstanding Marine Science Talk Story program (started in 2009, both in-person and webinars; held almost monthly during COVID); the Hawai‘i Conservation Conference (exhibit and panel presentations, virtual and in-person); speaking at area schools; presentations to the Sunset Beach Community Association, the North Shore Neighborhood Board, the North Shore Outdoor Circle; tabling at community events like the Hale‘iwa Arts Festival, Ocean Fest (formerly held at Turtle Bay Resort), the upcoming Ocean Day at Waimea Valley (organized by MPW Director of Education Jenny Yagodich); and to other community stewardship groups throughout the State through E Alu Pū and the Limu Hui, two networks of community-based resource management groups and practitioners that are coordinated by KUA.

Additionally, as part of the MLCD Management Plan process with the DAR Holomua Team, MPW conducted numerous interviews and surveys of kūpuna (with a professional team of cultural interview experts), youth, and community members (in person and online). MPW also held two focus groups (one virtual and one in person at Waimea Valley), co-hosted by DAR, to review the outline of the management plan and Holomua process. All these points of contact provided opportunities for MPW to share and receive ‘ike - both

citizen science and western science - with stakeholders. (See Attachment C, pages 1-7 of Management Plan draft.)

The Act 31 Team proposed by MPW (see Team Diagram and Team List) includes two contractors with specific expertise in community engagement (SSFm Melissa May; Debbie Gowensmith, Groundswell Services), as well as a team of volunteer Advisors with deep experience in community engagement and a team of distinguished community leaders.

c. Evidence of project management

Through MPW's 19 years of existence, we have managed long-term programs and multiple shorter-term projects focused on the Pūpūkea MLCD. Because the organization is mainly grant-funded, these projects and programs had to meet specific deliverables within inflexible budgets and time frames - conditions that MPW has met successfully.

For example, in 2020, with a grant from Patagonia, MPW initiated and has since managed in partnership with DAR the community element of completing the first-ever Management Plan for the Pūpūkea MLCD. This complex project required MPW to work closely with DAR - with working meetings about once a month for three years - while successfully coordinating multiple scientific studies and community outreach components. MPW looks forward to the public "roll out" of the Management Plan this summer in collaboration with DAR's Holomua team.

As another example, in 2014, MPW initiated and has managed a large native plant coastal restoration project, transforming the coastline along Kapo'ō from eroded deep gullies with scraggly invasive plants that had high visitor traffic (both unsafe and causing sediment pollution) to protected lush green zones filled with native plants, phase-by-phase, within budget, and within the specified timeline over the course of five dedicated grants from the Hawai'i Community Foundation Coastal Restoration Partnership and a \$49,568 State Grant In Aid, initiated by Rep. Sean Quinlan and administered by DAR to MPW in FY 2018.

MPW's key to successful project management in the past has been both passion and professionalism. MPW has contracted a coordinator dedicated to keeping each project moving forward on time and in sync with its multiple partners. Open communication including regular check-in calls with the Board, staff, and partners ensure that all are accountable to complete tasks, and we collectively address any issues that arise. For the Act 31 project, MPW has identified a dedicated coordinator, Kate Crowell, and consulted with our project team members to ensure a feasible project approach and timeline.

d. Success working with the State and community groups.

The most significant management measures that MPW has undertaken in collaboration with DAR are: (1) the Chapter 91 process to include the Kapo'ō Tidepools in the formal boundaries of the MLCD and other administrative rule updates (approved by the Board of Land and Natural Resources in 2021); and (2) the forthcoming Pūpūkea MLCD

Management Plan, developed over the past three years in close collaboration with the DAR Holomua team, recently approved by DAR leadership for public “roll out,” for which MPW has served as the “initial pilot” partner for the eventual statewide marine managed areas management plan program.

Other management projects that MPW has collaborated on with DAR include: (3) MPW’s application for and receipt of several Special Use Permits from DAR for removal of invasive limu in the MLCD; (4) DAR served as the agency manager for the \$49,568 GIA from the State Legislature to MPW for phase 4 of the native plant project in FY 2018; (5) MPW installed two educational “Reef Etiquette” signs in Pūpūkea Beach Park under a statewide DAR sign program in 2012; (6) DAR is currently reviewing new replacement signs designed by MPW through an application under DAR’s new sign-logo policy, for which MPW was the pilot example for the submittal to the Board of Land and Natural Resources (2023); and (7) MPW is participating in the group of conservation organizations supporting Holomua.

In 2006, MPW became the first Makai Watch program on O‘ahu and has consistently and enthusiastically maintained its program as well as supporting other current and prospective Makai Watch communities statewide. Over the past several years, MPW has provided annual (or more frequent) training for the community (in-person and on Zoom), co-taught by DOCARE, on the rules of the MLCD and pono practices.

MPW has also spearheaded two legislative initiatives, with statewide engagement and support – both of which passed in one legislative session – that support the mission of DLNR, DAR, and DOCARE: (1) SB3330 (Act 31, 2022), and (2) HB1200 (“drones for DOCARE”), which passed the 2023 Legislative session and await the Governor’s signature.

As indicated by the letters of support from several non-profit groups, MPW has successfully worked with a variety of community organizations on a wide range of projects and initiatives. One example of MPW’s work with community groups is the success of the Chapter 91 rule amendments initiated by DAR to amend the Hawai‘i Administrative Rules for the MLCD. Through extensive outreach to individuals and organizations, the public testimony for the rule changes was 100% supportive, and so positive that the submittal passed unanimously with praise, including from BLNR Chair Suzanne Case, who thanked MPW for its stewardship work in the MLCD.

Working with community groups is part of MPW’s mission and integrated into everything we do. Other examples of MPW’s work “on the ground” with community groups include collaborative beach clean-ups, workdays for the native plant coastal restoration project, annual limu surveys, educational programs that have reached hundreds of children and youth annually since 2011, and frequent “walk story” cultural education programs on site. MPW’s success is indicated by the strong, across-the-board response to our call for participation in the upcoming (first-ever) Ocean Day at Waimea Valley, which features several non-profit organizations working on ocean conservation as well as representatives from DAR, DOCARE, and NOAA.

2. Program Objectives and Timeline. Total points = 20

a. Project objectives, details, and relevant information adequately address the description of work and can be completed within the grant period.

MPW's overall objective for this project is to determine potential effective and feasible strategies to improve biological conditions and reduce threats from human overuse at the Pūpūkea MLCD through completion of a biological carrying capacity program. Please see the attachments to this narrative for the project activities and timeline, as the budget, list of contractors and advisors, and contractor scopes of work provide detailed information about project implementation. Additional detail to supplement the attachments is provided directly below in section 2b.

Of particular importance to assessing and implementing management options during the Act 31 program period, MPW proposes to subcontract with SSFM (Melissa May), a major Honolulu consulting firm with broad and deep technical expertise in planning, permitting, infrastructure design, and stakeholder engagement. SSFM has experience working on the North Shore of O'ahu on two major recent projects – the North Shore Sustainable Communities Plan and the North Shore Coastal Resilience Working Group - both of which align with Act 31 objectives.

b. Objectives align with the deliverables outlined in Act 31.

MPW's objective, stated above, aligns with the goal stated in the Request for Proposal, which is "to conduct a pilot program to identify and assess various management options to reduce the impact of humans on the health and abundance of marine life in sensitive areas of the MLCD." Particularly given that MPW recently completed a preliminary biological carrying capacity study (Kosta Stamoulis, Summer 2022), and building on its science initiatives for the past 15 years, MPW has a strong foundation of knowledge and team members to adapt and expand prior foundational work to meet the objectives of Act 31.

Based on past experience working in the MLCD, MPW anticipates that under the Act 31 Program, methods and plans will naturally and necessarily be iterative and evolve through the program period. Implementing management measures that reduce human use impact on the sensitive shallow-water areas of the Pūpūkea MLCD will be challenging because of the (1) high levels of use, year-round, (2) the popularity of the area with visitors, (3) the numerous uncontrolled access points, and (4) the lack of examples that have the same open-access characteristics as Pūpūkea (i.e., unlike the single entry-point for Hanauma Bay). MPW has spent years getting ready to meet those challenges.

In addition to the marine and environmental science to be conducted (as detailed in the contractors' scope of work), MPW proposes to continue and expand social science methods, including on-site and on-line surveys of users (residents and visitors) that include questions about willingness to pay (e.g., for parking or entry fees), the value of educational signage and programs in changing in-water behavior, and support for other measures to limit use

(e.g., reservations for visitors). In Summer 2023, MPW seeks to complete 500 of these surveys, building on preliminary results from a Spring 2023 survey effort (with 70 results, see Attachment B) that was a collaboration of MPW and three NREM students of Dr. Kirsten Oleson.

Simultaneously with these projects, MPW will continue to track and record human use in all areas of the MLCD using a methodology it has refined over the past 15 years. Currently, MPW uses a Google Form that trained staff and volunteers can quickly access on their smartphones, input data on key zones of use, indicate types of use, conditions, and other observations; the data are immediately uploaded for analysis by MPW and its science team. Using this human use data, MPW estimates, for example, that up to 2000 people a day are using the fragile, shallow-water areas of the Pūpūkea MLCD. Counter-intuitively, usage is high even during high-surf months. In 2012, on January 7, during a point-in-time count, 17 people were in the Tidepools. On January 6, 2022, during 8-12 foot surf, 47 people were in the Tidepools at the same point-in-time, a 176.47% increase.

In addition, MPW proposes to replicate and refine a drone project started last summer (Shoreline Conservation) to map human use, which accurately documents crowded areas, most-used entry points, and popular “tracks,” as well as the Visitor Impact Tracking program (where “MPW secret snorkelers” track visitors snorkeling or diving to record their contact with substrate and pathways, a methodology modeled after the 2008 Meyer and Holland study), all of which are key to informing the Act 31 program about user impact and management options.

c. Project staff can start within a reasonable amount of time and has or is able to purchase all necessary equipment.

As explained above, MPW has already started many aspects of the Act 31 Carrying Capacity Program through its own initiative. Depending on when the funds are released, MPW will realign current work to fit the Act 31 Program. Given that summer is the ideal season to conduct most marine research in the Kapo‘o area, the short runway to complete the Year 1 study for MPW is manageable, although not ideal.

Although some new equipment will need to be purchased (e.g., camouflaged fixed in-water video cameras, to count fish at key locations, compare to transects, and eliminate transect researcher-observer bias), MPW already has most of the supplies needed for the marine, environmental, and social science components of the project. The MPW budget reflects the minimal expected expenditures on equipment.

3. *Evidence of Experience Coordinating with Diverse Stakeholder Groups. Total points = 15*

a. Demonstrated success working with the State of Hawaii when developing and implementing similar projects

The most significant management measures that MPW has undertaken in collaboration with DAR are: (1) the Chapter 91 process to include the Kapo‘o Tidepools in the formal boundaries of the MLCD and other administrative rule updates (approved by the Board of Land and Natural Resources in 2021); and (2) the forthcoming Pūpūkea MLCD Management Plan, developed over the past three years in close collaboration with the DAR Holomua team, recently approved by DAR leadership for public “roll out,” for which MPW has served as the “initial pilot” partner for the eventual statewide marine managed areas management plan program.

MPW also has collaborated closely and effectively over the past 10 years with DOCARE to implement Makai Watch at the Pūpūkea MLCD. MPW has successfully managed a state GIA administered through DAR (2019) as well as several Special Use Permits to remove invasive limu. We also have consulted regularly with OCCL and UH Sea Grant on issues related to coastal erosion.

b. Provider has experience coordinating with diverse partners to implement projects

As indicated by the letters of support from several non-profit groups, MPW has successfully worked with a variety of community organizations on a wide range of projects and initiatives. One example of MPW’s work with community groups is the broad support garnered for the Chapter 91 rule amendments initiated by DAR for the MLCD. MPW also has collaborated with Waimea Valley on a botanical survey and our native plant coastal restoration project. Many community and non-profit partners (i.e., I Nui Ke Aho, KUPU), and schools (both public and private, from elementary through universities) have collaborated with MPW for our educational programs as well.

Working with community groups is part of MPW’s mission and integrated into everything we do. For example, as part of the MLCD Management Plan process with the DAR Holomua Team, MPW conducted numerous interviews and surveys of: kūpuna (with a professional team of cultural interview experts), youth, and community members (in person and on-line). MPW also held two focus groups (one virtually and one in person at Waimea Valley), co-hosted by DAR, to review the outline of the management plan and Holomua process. All these points of contact provided opportunities for MPW to exchange ‘ike - both citizen science and western science - with stakeholders.

In addition to community partners, MPW has collaborated with various UH departments and researchers, including Sea Grant, Marine Options Program, Dr. Alan Friedlander, Dr. Kosta Stamoulis, Dr. Whitney Goodell, Dr. Cynthia Hunter, Dr. Henrietta Dulai, Dr. Kirsten Oleson, Sea Grant, SOEST faculty, and others. Evidence of the quality of these collaborations is reflected in the expansive list of UH project partners and advisors who agreed to participate in this project.

The list of project partners and advisors also includes Federal staff members. MPW has long collaborated with NOAA – especially the Whale Sanctuary, NOAA Fisheries, and PIRO. These departments have supported MPW educational programs, starting in 2016,

with resources, staff time, and funding. Additional collaboration with Federal agencies has included US Fish & Wildlife Service biologists.

Another agency partner since 2005 has been the City & County of Honolulu Parks & Recreation Department. MPW has sought and received permission to conduct its many outreach, educational, and stewardship activities at Pūpūkea Beach Park. MPW was also a primary advocate for the Pūpūkea Beach Park Master Plan (Townscape 2015), which involve numerous interventions, including for City Council approval for the funding and then an in-person meeting with the Mayor to secure the release of funds, and participating in a series of community meetings to refine the plan over several years. In addition to frequent interaction with Park staff, MPW regularly communicates with Department leadership about plans and policies, and maintenance issues, for the two beach parks (Pūpūkea and Waimea) that are immediately adjacent to the MLCD.

4. Budget. Total points = 25

a. The budget should be adequate to complete the scope of work and budget expenses should be relevant to project objectives

To prepare the project budget, MPW consulted numerous times with project team members who will be responsible for the different project elements. The budget includes only the necessary costs for all budget categories and is primarily for contractual work. MPW is intentionally a lean organization producing outsized results, thanks to highly knowledgeable, active volunteer board members; an expert advisory board; community volunteer support; hard-working part-time consultants; a superb staff member (Jenny Yagodich, 0.85 FTE); and excellent partners who contract at rates befitting a small community nonprofit.

b. Evidence of budgeting experience and detailed enough to show how funds will support deliverables

MPW has successfully managed 70 federal, state, and foundation grants since receiving nonprofit 501(c)(3) status in 2011, totaling about \$1.5 million. On average per year over the past 5 years, MPW has received \$139,000 in grant funding. Private donations now comprise an average of about 18% of MPW's annual income. Established monthly organizational procedures ensure checks and balances, accurate expense accounting, and expenditures within required limits.

MPW contracts an experienced grants manager and a Certified Public Accountant, who work together with the Board to ensure consistent and accurate financial management, tax filing, and charitable reporting. MPW is up to date with reporting for all grants received and for annual 990 filing (2022 pending). Although not required to conduct an audit, MPW initiated an audit review in 2016; the contracted accounting firm found that MPW had sound financial management policies and procedures.

MPW does not have a physical office, which minimizes costs considerably. Because of this, MPW maintains a low overhead rate (10% for this project).

In addition, MPW can contribute its own resources to the project. MPW already carries the required insurance and has many of the necessary supplies and equipment. MPW also has a significant head start on the project, with almost 20 years of relevant human use data and scientific studies from which to draw. The latter includes the baseline biological carrying capacity study from 2022 led by Dr. Kosta Stamoulis for MPW. Because of this history of inquiry, MPW can save both time and cost in planning and executing this contract.

MPW has some funds set aside for necessary match of items not fully covered in the budget, has already been actively seeking match funding for this project, and will continue to do so. With a solid track record of raising match for numerous grants, MPW will be able to complete complementary activities that support project results.

Finally, because MPW's mission aligns closely with Act 31, we are fully invested in the long-term success of this project. It is the highest priority for our organization no matter which entity receives the award. We appreciate this opportunity to share our proposal with the DAR RFP review team.

* * *

May 22, 2023

Laura Jackson, Procurement Officer
State of Hawai'i Department of Land and Natural Resources
Division of Aquatic Resources
1151 Punchbowl St., Rm. 330
Honolulu, HI 96813

Re: DAR-RFP-2023-02 Pūpūkea MLCD Carrying Capacity Program

Scope of Work

Aloha Ms. Jackson,

Mālama Pūpūkea-Waimea (MPW) is providing this written statement to summarize our understanding of our role and scope of services as an Offeror for the DAR-RFP-2023-02 Pūpūkea MLCD Carrying Capacity Program. This letter signifies our willingness to perform this work.

1. Convene in collaboration with DLNR-DAR bi-annual meetings with stakeholder groups, including DLNR, City and County of Honolulu, UH, HIMB, NGOs, and community organizations, to gather input from stakeholders and provide updates on the Pūpūkea Carrying Capacity Pilot project.
2. Prioritize sensitive areas within the MLCD with stakeholder input. Conduct carrying capacity study of prioritized areas within the MLCD to identify current use of area, impacts from use, and appropriate indicators to measure effectiveness of pilot management options and long-term effectiveness of any management measures adopted; also identify potential management measures to address the impacts identified in the study and include what authorities exist to implement them and approximate cost.
3. Select and implement pilot management measures from the carrying capacity study, with priority given to management options that can be implemented and tracked during the contract term. These measures could include, but are not limited to, voluntary kapu, mandatory kapu, imposition of fees, etc. Monitor, document, and assess the effectiveness of management measures, and compile and share the results in the final report to DLNR-DAR.
4. Conduct feasibility study on any additional management measures that cannot be implemented within the timeline of the pilot project.
5. Propose long-term management options, based on results from pilot implementation of management measures and feasibility study, with priority given to management

measures and recommendations for implementation based on lessons learned from pilot project.

6. Provide final report to DLNR-DAR by November 1, 2025, including the results from pilot project, feasibility study for additional management measures and a proposal for long-term management options.
7. Lead, coordinate, and manage all aspects of the Pūpūkea MLCD Carrying Capacity Program, including: hiring contractors; communication and coordination with DAR, contractors, and stakeholders; administer award budget and oversee expenditures; and evaluation of, and reporting on, program progress.
8. Address issues brought to our attention by DAR within forty-eight (48) hours.
9. Provide periodic project update briefings to the DAR Project Team.

On behalf of Mālama Pūpūkea-Waimea, I confirm that Mālama Pūpūkea-Waimea is willing and able to perform all required tasks and services listed above and in the Scope of Work for the DAR-RFP-2023-02 Pūpūkea MLCD Carrying Capacity Program.

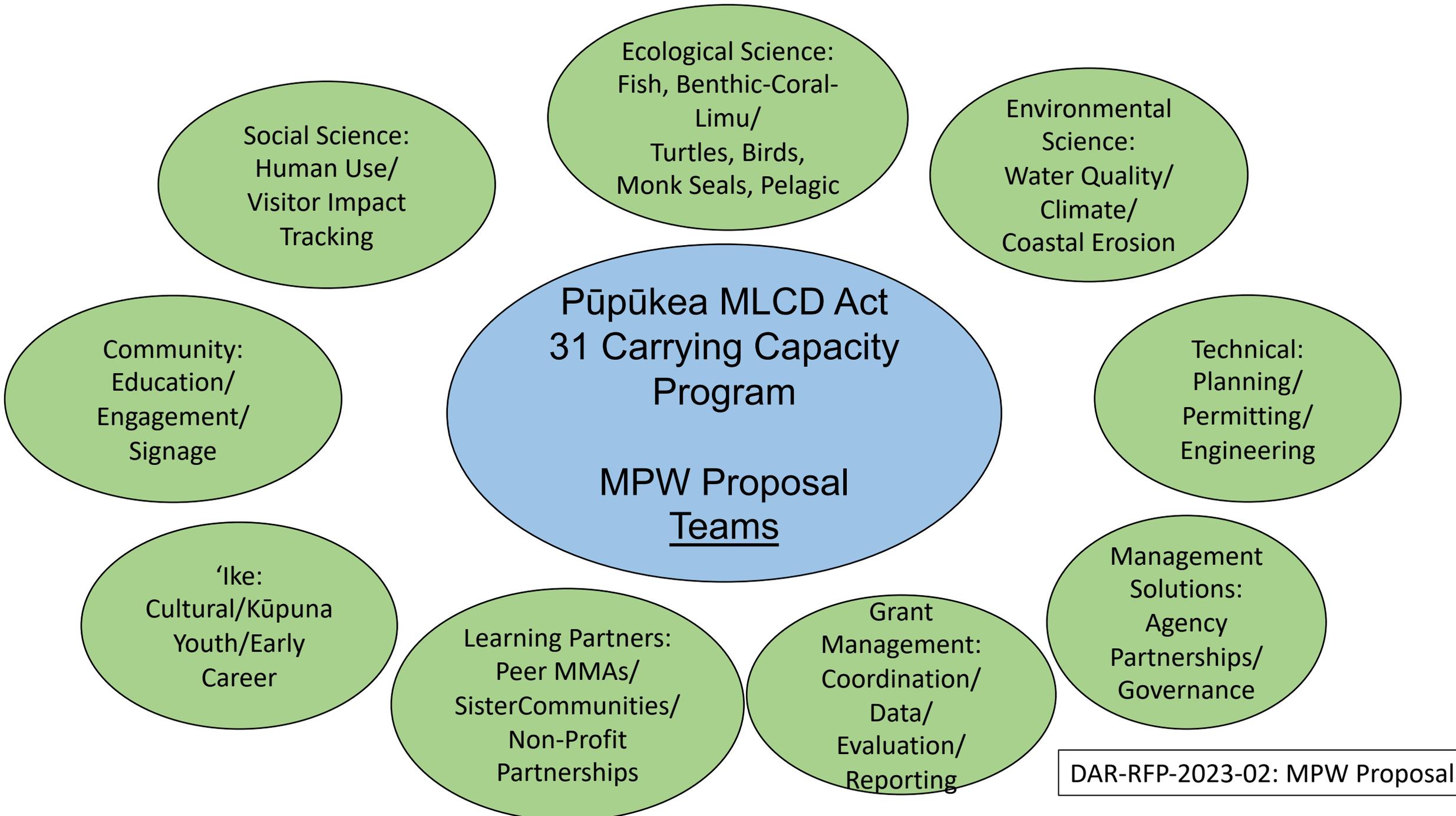
Respectfully submitted,



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DAR-RFP-2023-02
Pūpūkea MLCD Carrying Capacity Program Timeline

2023 - 2024	2024 - 2025	2025
<p>NTP + 10 months: 2 meetings with stakeholders, carrying capacity study completed</p> <ol style="list-style-type: none"> 1. Conduct carrying capacity study: <ol style="list-style-type: none"> a. Biological Monitoring b. Human Use Monitoring c. Visitor Tracking d. Water Quality Testing 2. Engage stakeholders: <ol style="list-style-type: none"> a. Hold two meetings b. Gather input and provide updates 3. Prepare preliminary assessment of management options 	<p>NTP + 20 months: 2 meetings with stakeholders, monitoring of effectiveness of management options</p> <ol style="list-style-type: none"> 1. Determine potential measures and soft infrastructure improvements to minimize human use impacts and mitigate pollution 2. Engage stakeholders: <ol style="list-style-type: none"> a. Hold two meetings b. Gather input and provide updates 3. Begin first and second round of pilot measures and monitoring 	<p>NTP + 28 months: 2 meetings with stakeholders, continued monitoring, feasibility report, final report</p> <ol style="list-style-type: none"> 1. Begin third round of pilot measures and monitoring 2. Engage stakeholders: <ol style="list-style-type: none"> a. Hold two meetings b. Gather input and provide updates 3. Compile findings and long-term management strategies and recommendations for DAR into final report to be submitted November 1, 2025



**Pūpūkea MLCD Act
31 Carrying Capacity
Program**

**MPW Proposal
Teams**

Social Science:
Human Use/
Visitor Impact
Tracking

Ecological Science:
Fish, Benthic-Coral-
Limu/
Turtles, Birds,
Monk Seals, Pelagic

Environmental
Science:
Water Quality/
Climate/
Coastal Erosion

Community:
Education/
Engagement/
Signage

Technical:
Planning/
Permitting/
Engineering

'Ike:
Cultural/Kūpuna
Youth/Early
Career

Learning Partners:
Peer MMAs/
SisterCommunities/
Non-Profit
Partnerships

Grant
Management:
Coordination/
Data/
Evaluation/
Reporting

Management
Solutions:
Agency
Partnerships/
Governance

DAR-RFP-2023-02: MPW Proposal

PROJECT TEAMS

Project Team	Focus	Paid/Consultants (Affiliation)	Volunteer Advisors (Affiliation) (Minimum expected participation: two advisory meetings each year) <i>Italics - confirmation in process</i>
Project Management:	Lead Role	Mālama Pūpūkea Waimea: <u>Board of Directors</u> Denise Antolini , President Jacque Leinau, Vice President/Secretary Bob Leinau, Treasurer Sydney Covell Keelan Barcina Olan Leimomi Fisher <u>Staff</u> Jenny Yagodich (Dir. Education & Outreach)	Mālama Pūpūkea Waimea: <u>Advisory Board:</u> Athline Clark Anne Chung Alan Friedlander Debbie Gowensmith Maxx E. Phillips, Esq. Bill Quinlan Palakiko Yagodich
	Coordination	MPW (Denise Antolini) Kate Crowell	
	Data/Evaluation/Reporting	Debbie Gowensmith (Groundswell Services)	
Ecological Science:	Marine Biological Carrying Capacity	Sarah Severino (Pacific Monitoring and Assessment LLC) Kosta Stamoulis (Seascape Solutions)	Ku‘ulei Rodgers (UHM-HIMB)

	Fish/Surveys	Maile Coberly (MPW Marine Science Researcher)	Alan Friedlander (National Geographic, Pristine Seas; UHM-HIMB) <i>Whitney Goodell</i> (National Geographic, Pristine Seas) Anne Chung (The Nature Conservancy) Keelan Barcina (USFWS) Samantha Mislinski (UCSB Masters, Bren School Env. Sci. & Mgt.) Ellie Jones (Everblue) Marina Zannino (M.S., U. Texas S.A.)
	Benthic/Coral	Maile Coberly (MPW Marine Science Researcher)	Cindy Hunter (UHM-Biology, MOP) Ku‘ulei Rodgers (UHM-HIMB)
	Limu	MPW (Jenny Yagodich)	Wally Ito , Limu Hui <i>Ryan Okano</i> , DLNR-DAR Mac Poepoe (Mo‘omomi)
	Turtles		Summer Martin (NOAA - PIFSC, Marine Turtle Biology & Assessment Program) Sheldon Plentovich (USFWS, Biologist) Keelan Barcina (USFWS, Biologist)
	Birds, Coastal Plants		Sheldon Plentovich (USFWS, Biologist) Lindsay Young (Pacific Rim Conservation)
	Monk Seals		Sheldon Plentovich (USFWS, Biologist)
	Pelagic/		Jamison Gove (NOAA)

	Other Ecosystems		Carl Meyer (UHM-HIMB)
Environmental Science:	Water Quality	MPW (Denise Antolini, Bob Leinau)	Marvin Heskett (Surfrider)
	Anthropogenic		Henrietta Dulai (UHM SOEST)
	Climate		Chip Fletcher (UHM SOEST)
	Coastal Erosion		Dolan Eversole (UHM Sea Grant)
Social Science:	Human Use Surveys	Rob Walker/Ben Duncan (Shoreline Solutions, drone surveys) MPW (Staff/NREM Students/Volunteers) Kate Crowell	Kirsten Oleson (UHM-NREM) <i>Mehana Vaughn</i> (UHM-NREM) Anita Tsang (DAR Sea Grant Grau Fellow) Tatum Kauka, Willy Carter, Aaron Teper (NREM Students, Oleson Lab) MPW Team/Volunteers
	Visitor Impact Tracking	MPW (MOP Students)	Cindy Hunter (UHM-Biology, MOP) Carl Meyer (UHM-HIMB)
Technical:	Planning/Permitting/Engineering	Melissa May , SSFM	Dolan Eversole (Sea Grant)
Community:	Education/Engagement/Signage	MPW (Jenny Yagodich)	Jacqueline Leinau (MPW; NSCLT) Keala Rangel (MPW Ocean Education Ambassador)
	Community Leaders	MPW (Denise Antolini)	Matt Weyer (Councilmember, Honolulu City Council) Gil Riviere (Fmr. State Senator)

			<p>Sean Quinlan (State Representative) Kathleen Pahinui (North Shore Neighborhood Board Chair) Yvonne Alexander (Sunset Beach Community Association, Fmr. President) Bob Leinau (MPW; Waimea Valley Hi‘ipaka LLC; NS Neighborhood Board) Bill Quinlan (MPW Advisory Board) Natalie McKinney (resident) Olan Leimomi Fisher (KUA)</p>
‘Ike:	Cultural/Kūpuna	MPW (Jenny Yagodich)	<p>Palakiko Yagodich (UH KCC) <i>Thomas Shirai</i> (Waialua) Maka Casson-Fisher (Waialua) Tehani Perkins-Louis (Wahiawa) Sydney Covell (MPW, I Nui Ke Aho) Olan Leimomi Fisher (MPW, KUA) Lynell Damate (Waiale‘e, Water Protectors)</p>
	Youth/Early Career	MPW (Jenny Yagodich)	<p>Keala Rangel (MPW Ocean Education Ambassador, Kahuku HS grad.) Sariyah Milosky (MPW Ka Papa Kai graduate; UCSB undergrad.) La‘akea Yagodich (Windward CC) Hayden Leinau (UHM SOEST Soph.) Taite Leinau (Punahou Sr.) Leihiwa McElheny (MPW Ka Papa Kai graduate; Mid-Pac 7th gr.) Kawela Farrant (NSCLT-Waiale‘e) Kaleohano Farrant (NSCLT-Waiale‘e)</p>

Learning Partners:	Peer MMAs/Sister Communities	MPW (Jenny Yagodich, Denise Antolini)	Lisa Bishop (Friends of Hanauma Bay) U'ilani Naipo (Miloli'i) <i>Presley Wan</i> (Hā'ena) Cindi Punahaole (Kahalu'u, Kohala Center) <i>(representative)</i> (Kipahulu) Mac Poepoe (Mo'omomi)
	Non-Profit Partnerships	MPW	Eric Conklin (The Nature Conservancy, Director of Marine Science) Maxx E. Phillips (MPW Advisory Board, Center for Biological Diversity) Kevin Chang (KUA - Kua'Āina Ulu 'Auamo) Ted Bohlen (HIROC - Hawai'i Reef Ocean Coalition) Waimea Valley Hi'ipaka LLC North Shore Community Land Trust I Nui Ke Aho HIROC - Hawai'i Reef Ocean Coalition Friends of Hanauma Bay
Management Solutions:	Agency Partnerships/Governance	MPW (Denise Antolini)	Athline Clark (Fmr. Superintendent, PMNM) <i>Kim Hum</i> (Superintendent, HIHWNMS) Suzanne Case (Fmr. DLNR Chair)

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MPW Proposal - Project Teams List

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Pūpūkea MLCD Carrying Capacity Program Budget

Scope of Work and CVs provided for the bolded contractors and team members listed below.

Category	Sub-Category	Budget Item	Year 1	Year 2	Year 3	Match/Notes
Contracts		MPW - Denise Antolini (MPW President; Policy, Law, Governance); Jenny Yagodich (Director of Education & Outreach)	10,000.00	10,000.00	10,000.00	10% of total award
	MPW Sub-Contracts	Ocean Education Ambassador Program	2,000.00	2,000.00	2,000.00	\$10,000.00-12,000.00 annually from MPW
		Nā Manu ‘Elele Ambassador Program	0.00	0.00	0.00	Years 1 and 2 funded entirely from DOFAW-DAR grant
		Human Use Surveys	0.00	0.00	0.00	\$2,500.00 annually and volunteer time from MPW
		Visitor Impact Tracking	3,000.00	3,000.00	3,000.00	
		Visitor/Resident Social-Management Surveys	1,500.00	1,500.00	1,500.00	Volunteer time by UHM NREM students
		Shoreline Certification	0.00	5,000.00	0.00	
		Legal Researcher	0.00	0.00	0.00	Extern or pro bono through UHM Richardson Law School
		Native Plants Maintenance	2,000.00	2,000.00	1,500.00	Match to approximately \$6,000.00-8,000.00 annually from MPW

	Individual Contractors	Project Coordinator - Kate Crowell	15,000.00	11,000.00	11,000.00	\$4,000.00 as needed in Years 2 and 3 from MPW
		Project Manager - Groundswell Services (Debbie Gowensmith)	4,000.00	4,000.00	4,000.00	
		Marine Science Researcher - Maile Coberly	14,000.00	14,000.00	14,000.00	Supplement as needed from MPW
		Marine Science Supervisor - Pacific Monitoring and Assessment (Sarah Severino)	8,000.00	8,000.00	8,000.00	Inter-island travel funds from MPW
		Marine Science Technical Advisor - Seascape Solutions (Kosta Stamoulis)	5,000.00	5,000.00	5,000.00	
		Human Use Drone Mapping - Shoreline Conservation (Rob Walker, Ben Duncan)	2,500.00	2,500.00	2,500.00	\$700.00 annually from MPW; Costs of 4 flights in 1 year is \$3,200.00; MPW covers difference
		Infrastructure, Planning, Permitting Consultants - SSFm (Melissa May)	20,000.00	20,000.00	20,000.00	Match to approximately \$20,000.00 annually from SSFM in professional and volunteer services
Supplies	MPW Expenditures	Signage	1,000.00	1,000.00	1,000.00	Match to approximately \$10,000.00 in Year 2 from MPW
		Fencing/Barriers	500.00	500.00	500.00	
		Native Hawaiian Coastal Plants	0.00	0.00	0.00	\$3,000.00 annually from MPW
		In Situ/Underwater Video/Photography	500.00	500.00	500.00	Match to approximately \$1,500.00 annually from MPW

		GoPro for In-Water Surveys, Visitor Tracking	0.00	0.00	0.00	\$500.00 one time payment from MPW
Misc.	MPW Expenditures	Media/Data Storage	0.00	0.00	0.00	\$150.00 annually from MPW
		Venue and Food for Community Meetings	0.00	0.00	0.00	\$250.00 annually from MPW; donated or free meeting sites
Travel	MPW Expenditures	Sister Site Visits	0.00	0.00	0.00	\$1,200.00 annually from MPW for sister site visits
HIePRO Vendor Fee	MPW Expenditures	Tyler Hawai'i (HIePRO Vendor Transaction Fee)	2,250.00	0.00	0.00	0.75% of total combined budget; one time payment
Taxes	MPW Expenditures	GET	4,241.00	4,241.00	4,241.00	
		ANNUAL BUDGET TOTAL:	95,490.80	90,000.00	84,500.00	
		COMBINED BUDGET TOTAL:	269,990.80			

Match Status	Year 1	Year 2	Year 3	Additional Notes
Match Committed by SSFM	20,000.00	20,000.00	20,000.00	
Match to be Funded or Raised by MPW	25,800.00 - 29,800.00	39,300.00 - 43,300.00	29,300.00 - 33,300.00	Funding for Year 3 of Nā Manu 'Elele Ambassador Program is currently to be determined

DAR-RFP-2023-02
Mālama Pūpūkea-Waimea Proposal

Scope of Work Statements and CVs
Index

Scope of Work Statements

Coberly, Maile

Crowell, Kate

Gowensmith, Debbie

Mālama Pūpūkea-Waimea (Antolini, Denise; Yagodich, Jenny)

May, Melissa

Severino, Sarah

Stamoulis, Kosta

Walker, Rob (not yet available)

CVs

Antolini, Denise

Coberly, Maile

Crowell, Kate

Gowensmith, Debbie

May, Melissa

Severino, Sarah

Stamoulis, Kosta

Walker, Rob (not yet available)

Yagodich, Jenny

Maile Coberly
3259 Pinaoula Street
Honolulu, HI 96822

May 19, 2023

Mālama Pūpūkea-Waimea
P.O. Box 188
Hale'iwa, HI 96712

Dear Mālama Pūpūkea-Waimea Board,

As requested, I, Maile Coberly, am providing the below written statement of understanding of my role as Marine Science Coordinator and scope of services for Mālama Pūpūkea-Waimea's carrying capacity program. This letter signifies my commitment to provide the following services:

- 1) Assist in the creation of 1 year biological carrying capacity survey and long-term monitoring plan in accordance to key research questions decided on by the Act 31 team.
- 2) Refine existing research methodologies to effectively answer research questions.
- 3) Lead scientific surveys in the water of biological diversity and abundance, and human use.
- 4) Data management and data analysis.

I confirm that I am willing and able to perform these services for the carry capacity program under Mālama Pūpūkea-Waimea.

Mahalo,



Kate Crowell

Kate Crowell
2787 Waiālae Ave. Apt. 1B
Honolulu, HI 92826

May 19, 2023

Mālama Pūpūkea-Waimea
P.O. Box 188
Hale'iwa, HI 96712

Dear Mālama Pūpūkea-Waimea Board,

As requested, I, Kate Crowell, am providing the below written statement of understanding of my role as Project Coordinator and scope of services for Mālama Pūpūkea-Waimea's carry capacity program. This letter signifies my commitment to provide the following services:

- 1) Lead communication and coordination efforts among the project teams, consultants/contractors, and advisors;
- 2) Ensure compliance with Act 31 and prepare contractually required materials, resources, and reports;
- 3) Support data collection and human-use surveys; and
- 4) Assist with data management and data analysis.

I confirm that I am willing and able to perform these services for the carry capacity program under Mālama Pūpūkea-Waimea.

Mahalo,

A handwritten signature in black ink, appearing to read 'K-C', is written above a horizontal line.

Kate Crowell



Groundswell Services Inc.
P.O. Box 102381
Denver, CO 80250-1381

May 18, 2023

Mālama Pūpūkea-Waimea
P.O. Box 188
Hale'iwa, HI 96712

Dear MPW Board,

As requested, Groundswell Services Inc. is providing this written statement to summarize our understanding of our role and scope of services for the carry capacity program. This letter signifies our willingness to perform this work.

- 1) Evaluate the degree to which the desired outcomes of the project are achieved.
- 2) Lead preparation of contractually required reports providing updates on project activities and outcomes.
- 3) Support financial management including expense tracking and allocation.
- 4) Participate in meetings with project partners and advisors.

Groundswell Services Inc. is willing and able to perform these services for this proposed Mālama Pūpūkea-Waimea project.

Mahalo nui,

A handwritten signature in blue ink that reads 'Debbie Gowensmith'. The signature is written in a cursive, flowing style.

Debbie Gowensmith, PhD
Vice President
Groundswell Services Inc.

09 May 2023

SSFM 2023_037.000

TO: Mālama Pūpūkea-Waimea
PO Box 188
Haleiwa, Hawaii 96712

Attention: Ms. Denise Antolini

SUBJECT: Pūpūkea MLCD Carrying Capacity Study (DAR-RFP-2023-02)

As requested, the below is SSFM's statement of understanding of our role and scope of services, our willingness to perform this work, and our confirmation as such.

- 1) Assist with agency coordination and support community engagement.
- 2) Contribute technical input to inform the carrying capacity program.
- 3) Advise the project team on identification of feasible pilot management measures.
- 4) Provide planning, permitting, costing, and conceptual design support for identified pilot management measures.
- 5) Assist with developing implementation and monitoring plans and schedules for pilot management measures.
- 6) Provide input on long-term management options to include in the final report.

SSFM is willing and able to perform these services on this project under Mālama Pūpūkea-Waimea.

Sincerely,



Michael P. Matsumoto, PE
President / CEO
SSFM International

Sarah J L Severino, MSc.
Pacific Monitoring and Assessment, LLC
5005 Lower Kula Rd.,
Kula, HI 96790

Re: Letter of Collaboration for Pūpūkea MLCD Carrying Capacity Study

Dear State of Hawai'i Department of Land & Natural Resources,

I, Sarah Severino, am pleased to submit my resume and this letter of collaboration in support of Mālama Pūpūkea-Waimea's (MPW) proposal for the Pūpūkea MLCD Carrying Capacity Study (DAR-RFP-2023-02). I agree to work in good faith with MPW to fulfill contract requirements. I am committed to providing the following services for ~16 hrs/month:

- Lead/Supervise a literature review, analysis of previous and comparative studies, and identification of research gaps.
- Lead/Supervise the creation of Year 1 BCC study and long-term monitoring plan, including marine coordinators.
- Work with Act 31 team to determine key research questions and design/revise methodologies and plans to assess these questions.
- Participate in an annual site visit to coordinate with the research team.
- Review and assist in analysis of data from BCC surveys.
- Participate in regular meetings (weekly check-in with coordinators) and emails/phone communication with the research team.
- Lead/Supervise data collection (methods, timing, storage).
- Review and edit reports and deliverables.
- Assist with writing as the scientific lead on technical reports.

I look forward to applying my knowledge and lessons learned during my time as the lead researcher of the Hanauma Bay Biological Carrying Capacity Study to the Pūpūkea MLCD Carrying Capacity Study with hope that we can protect and ensure the sustainable use of our natural resources.

Sincerely,



Sarah J L Severino



Seascape Solutions, LLC

Mililani HI 96789

Phone: (808) 756-3947

Email: kosta@seascape.solutions



Re: Letter of Commitment and Scope of Work – Pūpūkea MLCD Carrying Capacity Study Act 31

To the State of Hawai'i Department of Land & Natural Resources,

Let this letter serve as a statement of Seascape Solutions LLC's support of Mālama Pūpūkea-Waimea's (MPW) proposal for the Pūpūkea MLCD Carrying Capacity Study (DAR-RFP-2023-02). If awarded, I, Kostantinos Stamoulis, confirm my intent to execute the following scope of work in the role of Technical Advisor over the three-year study period:

- Contribute knowledge, technical advice, resources, and guidance.
- Support and assist with data analyses.
- Review reports and other deliverables.

This technical support would be provided on an as-needed basis, up to a maximum of 12 workdays/per year. I look forward to contributing my knowledge as MPW builds upon the Assessment of Biological Carrying Capacity at Kapo'o in the Pūpūkea MLCD conducted by Seascape Solutions in 2022. Thank you for enabling this important research to occur.

Sincerely,

A handwritten signature in black ink, appearing to read "Kostantinos Stamoulis", written over a light blue horizontal line.

Kostantinos Stamoulis, Director

Seascape Solutions LLC

DENISE E. ANTOLINI

Home: 59-463 Alapi‘o Road, Hale‘iwa Hawai‘i 96712
Work: William S. Richardson School of Law, University of Hawai‘i at Mānoa
2515 Dole Street, Suite 207, Honolulu, HI 96822
Cell: (808) 554-7215
Personal email: antolinid@gmail.com; Work email: antolini@hawaii.edu

EDUCATION

Juris Doctor, 1986, Boalt Hall School of Law, U.C. Berkeley, Editor-in-Chief, *Ecology Law Quarterly*
Master of Public Policy, 1985, Graduate School of Public Policy, U.C. Berkeley
AB 1982, Princeton University, *magna cum laude*, Department of Politics
1978 Valedictorian, Harbor High School, Santa Cruz, CA

EMPLOYMENT

William S. Richardson School of Law, University of Hawai‘i at Mānoa (retired as of May 31, 2023)
Associate Dean for Academic Affairs (July 2011-Dec. 2019); Professor of Law (2009-2023); Associate Professor (2003-2009); Assistant Professor (1997-2003); Visiting Assistant Professor (1996-1997); Lecturer (1993-1995).

Director, Environmental Law Program (2004-2011); Co-Director (2001-2004).

Courses: Environmental Law, Advanced Environmental Law, Wildlife & Natural Resources Law, Ocean & Coastal Law, Environmental Litigation, Legal Writing (Legal Practice I, Lawyering Fundamentals I, Second Year Seminar), Torts, Hawai‘i Legislative Process, IUCN World Conservation Congress Motions.

Founder of ELP Law Fellows Program (placed over 25 graduates primarily at the State Department of Land & Natural Resources, 2006-2023). Supervise monthly meetings of law fellows and partners.

Chair, Law School Building Project (June 2005–Dec. 2019), managed executive team, Building Committee, project manager/consultants’ team through Planning Phase (\$500,000 in state funds authorized in 2006 session), resulting in Building Excellence Project Final Project Development Report (delivered April 2008); managed Law School representation at State Legislature for 2008 Session secured \$825,000 for Design Phase; managed Law School effort at State Legislature for 2013 Session, resulting in authorization of \$7 million in construction funds for Community Legal Outreach Center (CLOC) (now “Clinical Building”) project, designed by Group 70 Int’l (now G70), under the supervision of the UH Office of Capital Improvements; assisted in private fundraising effort of over \$2.5 million; construction commenced in September 2016; completed September 2019; LEED Gold Certification (2021).

University of Hawai‘i, Robert W. Clopton Award for Distinguished Community Service (2022).

University of Hawai‘i, Board of Regents Medal for Excellence in Teaching (2006).

William S. Richardson School of Law, Outstanding Professor of the Year (2004-2005).

Environmental Law Program, U.S. News & World Report, Graduate School Rankings, Law School Environmental Law Programs: Top 22 (2012), Top 18 (2009), Top 21 (2007), Top 21 (2006), Top 25 (2005).

Environmental Law Program recognized by American Bar Association, Distinguished Achievement in Environmental Law and Policy (2006).

Resident Director, University of Hawai‘i at Mānoa Study Abroad Program, Florence, Italy, and Visiting

Faculty at Scuola Lorenzo de' Medici (Spring 2007). Courses: Comparative Political Process: Health & Environment; Current Controversies in Public Law and Judicial Behavior.

Fulbright Scholar, Distinguished Chair in Environmental Studies, Politecnico di Torino, Architecture Dep't II, Urban Territorial & Environmental Planning, Torino, Italy, Fall 2003-Spring 2004. Course: International Environmental Law.

Sierra Club Legal Defense Fund (now Earthjustice) Seattle Office: Associate Attorney (1988-1990) Honolulu Office: Project Attorney, Staff Attorney, Managing Attorney (1990-1996). Hawai'i cases included: Water rights (Wai'āhole Water contested case hearing phase; Windward O'ahu Groundwater Management Area designation, Ko'olau Ag, Moloka'i wells), Clean Water Act (City & County of Honolulu sewage cases, Moloka'i Pipeline, Meadow Gold Dairy-Waimanalo), Endangered Species Act ('Alala, Newell's Shearwater, Dark-Rumped Petrel), Environmental Impact Statements (Hawai'i Island Geothermal Project, STARS Missiles/Barking Sands, Johnston Atoll Chemical Weapons Incinerator, Moloka'i Pipeline), Native Hawaiian Rights (Public Access Shoreline Hawai'i), Public Lands (Tour Helicopters, National Parks).

Judicial Law Clerk, United States District Court for the District of Columbia, Judge Joyce Hens Green (1986-1988).

Summer Law Clerk (2L, split), U.S. Dep't of Justice Honors Prog., Land & Nat. Resources Div., D.C. (Summer 1985).

Summer Associate (2L, split), Steptoe & Johnson, Washington, D.C. (Summer 1985).

Law Intern, Environmental Defense Fund, Berkeley, CA (Fall 1984-Spring 1985).

Summer Associate (1L), McCutchen Doyle Brown & Enersen, San Francisco, CA (Summer 1984).

Policy Intern, U.S. Environmental Protection Agency, Office of Policy, D.C. (Summer 1983).

International Union for Conservation of Nature (IUCN) - Volunteer Service

Academic Co-Liaison with Prof. Nick Bryner, Global Judicial Institute on the Environment, 2018-present. Organized conferences including First Global Symposium on "Judges and the Environment" (Washington D.C. 2018); Second Global Symposium of GJIE (Honolulu, Jan. 2020); Rio GJIE Congress (Dec. 2021); official side event at UN Stockholm+50 (Stockholm June 2022); official virtual side event at 2023 UN Water Congress "2018 Brasilia Declaration of Judges on Water Justice" (N.Y. March 2023).

World Commission on Environmental Law, Steering Committee, 2020-present.

Elections Officer for the IUCN World Conservation Congress in Marseilles France, Mar. 2019 – Dec. 2020. Oversaw establishment of election process and systems for global elections of Council, Commission Chairs, and President; Election Officer term completed by Dr. Nilufer Oral for September 2021 Marseille Congress.

Deputy Chair, World Commission on Environmental Law, IUCN, Sept. 2016–Dec. 2020. Four-year term, volunteer service position with law commission with 1500 members worldwide. Supervised daily operations with Chair, WCEL Executive Officers, and Assistant Executive Officer. Co-Chaired preparations for WCC Marseilles (Sept. 2021) and 2d World Environmental Law Congress – Judicial Segment, Rio de Janeiro (Dec. 2021); co-chaired 1st and 2nd Global Symposium on Judges and the Environment, with Global Judicial Institute for the Environment and United Nations Environment Programme (2018, 2020); launched WCEL Webinar Series (April – Dec. 2020). During COVID, created and managed/hosted new WCEL Webinar Series (11 webinars in 6-month period) (2020).

Executive Committee Member, U.S. National Committee, IUCN, Sept. 2017 – June 2019. Elected to national position.

Co-Coordinator, IUCN Hawai'i Hui, informal network of Hawai'i IUCN Members, 2017-2021.

IUCN World Conservation Congress Motions and Resolutions Committee, Sept. 2016. Appointed during WCC by Hawai'i Host Committee.

Hawai'i Host Committee Member & Chair of Motions Working Group, IUCN, World Conservation Congress, Honolulu, Hawai'i, September 2016.

Taught IUCN Motions Seminar for three semesters in preparation for WCC Hawai'i (2016) (6 successful motions); four semesters in preparation for WCC Marseille (2020, postponed) (with Co-Instructor Emily Gaskin) (7 successful motions); co-led Environmental Law Program (virtual) delegation to Marseille (with Prof. Forman), and taught IUCN Seminar again in Fall 2021.

PUBLICATIONS

Note: During my 8+ years of service as Associate Dean of Academic Affairs, since 2011, scholarly writing endeavors were subsumed by my administrative responsibilities.

In Progress

Lead Editor, Proceedings of the 2023 UN Water Congress *2018 Brasilia Declaration of Judges on Water Justice* (N.Y. March 2023)

Co-Editor, Proceedings of the IUCN-WCEL *2d World Environmental Law Congress, High-Level Judicial Segment* (Rio de Janeiro, Brazil, 2021).

Lead Editor, Proceedings of the IUCN-WCEL-GJIE *2d Global Symposium on Judges and Environmental Law* (Honolulu, Hawai'i, 2020).

Lead Editor, Proceedings of the IUCN-WCEL *Latin American Colloquium on Environmental Constitutionalism* (Rio de Janeiro, Brazil, May 2017).

Recent Unpublished Works

Advisor/Drafter, Benchbook for the Hawai'i State Judiciary Environmental Court (2021).

Editor, Hawai'i Natural Resources Law Enforcement Manual (2022).

Past Publications

Casey Leigh & Denise Antolini, *A Tribute to Our Colleague Jon Van Dyke, An Intellectual Warrior*, 34 HAW. L. REV. 365 (2012).

The Moon Court's Environmental Review Jurisprudence: Throwing Open the Courthouse Doors to Beneficial Public Participation, 33 HAW. L. REV. 581 (2011)

Drowning Hawai'i: Island Resiliency and Climate Change, in Bill Rodgers & Michael Robinson Dorn, CLIMATE CHANGE READER (Carolina Academic Press 2011).

Karl Kim, Denise Antolini, Peter Rappa, Scott Glenn & Nicole Lowen, FINAL REPORT TO THE

LEGISLATURE ON HAWAII'S ENVIRONMENTAL REVIEW SYSTEM (Legislative Reference Bureau Report, Oct. 2010).

National Park Law in the U.S.: Conservation and Conflict, 33 WM. & MARY ENV'T L. POL'Y REV. 851 (2009).

Attacking Bananas and Defending Environmental Common Law, 58 CASE WESTERN L. REV. 663 (2008).

CREATIVE COMMON LAW STRATEGIES FOR PROTECTING THE ENVIRONMENT (Environmental Law Institute 2007) (Cliff Rechtschaffen & Denise Antolini, Eds.); book co-editor and chapter co-author, *Common Law Remedies: A Refresher* (Denise Antolini & Cliff Rechtschaffen), *reprinted in* Environmental Law Institute, *News & Analysis*, 38 ELR 10114 (Feb. 2008).

Marine Reserves in Hawai'i: A New Call for Community Stewardship, 19 NAT. RES. & ENVT. 36 (Summer 2004).

Punitive Damages in Rhetoric and Reality: An Integrated Empirical Analysis of Punitive Damages Judgments in Hawaii, 1985-2001, 20 U. VA. J. L. & POL'Y 143 (2004).

HAWAII MARINE PROTECTED AREAS GOVERNANCE STUDY, Vol. I & II, prepared for Division of Aquatic Resources, State of Hawai'i Department of Land & Natural Resources (2003) (unpublished).

Modernizing Public Nuisance: Solving the Paradox of the Special Injury Rule, 28 ECOLOGY L. Q. 755 (2001).

Water Rights and Responsibilities in the 21st Century: A Foreword to the Proceedings of the 2001 Symposium on Managing Hawai'i's Public Trust Doctrine, 24 HAW. L. REV. 1 (2001).

Editor, *Proceedings of the 2001 Symposium on Managing Hawai'i's Public Trust Doctrine*, 24 HAW. L. REV. 21 (2001).

Finding an Environmental Lawyer and Forming a Non-Profit Organization, in FROM THE GROUND UP: A HANDBOOK FOR COMMUNITY-BASED LAND USE PLANNING, American Planning Association Hawai'i Chapter, Honolulu, Hawai'i (Fall 1999).

A Tribute to Richard S. Miller: Hawai'i's Kahuna of Torts, 19 HAW. L. REV. ix (1997).

Extending NEPA Is in Our National Interest, 8 ENV'T FORUM (Nov./Dec. 1991).

Women in Local Government: An Overview, in POLITICAL WOMEN: CURRENT ROLES IN STATE & LOCAL GOVERNMENT (Janet Flammang, ed., Sage Publications 1984).

PROFESSIONAL & BAR SERVICE

Academic Partner, Hawai'i State Judiciary, Hawai'i Environmental Court Biennial Training Program (2015, 2017, 2019, 2021, 2023).

Interim and Confirmed Member, State Commission on Water Resource Management, Department of Land & Natural Resources, October 2014-June 2015 (nominated by Governor Neil Abercrombie, 2015 Senate confirmation through end of interim term in June 2015).

Member, Selection Committee for Deputy Chief, Division of Conservation & Natural Resources Enforcement (DOCARE), June 2014 (DOCARE Deputy Chief Jason Redulla selected).

Chair, Executive Committee, Environment Section, American Association of Law Schools (2010-2011), Program Chair for Annual Meeting (San Francisco); Chair-Elect (2005).

Chair, City and County of Honolulu, Clean Water & Natural Lands Commission (2008-2011); inaugural term of Commission, advised City Council on expenditures from \$7 million fund established by Charter (2006) to support acquisition of conservation land on O‘ahu.

Vice-Chair for Public Service, Marine Affairs Committee, Section on Energy Environment & Natural Resources Section, American Bar Association (2004 - 2007), Vice-Chair (2006-2007).

Member, American Bar Association, Standing Committee on Environmental Law (2005-2008). Chair, State of Hawai‘i Environmental Council (2005-2006); Rules Comm. Chair (2004-2005).

Co-Convener & Advisor, Marine Managed-Protected Areas Legislative Working Group (with State Representatives Hermina Morita and Brian Schatz) (2002-2003).

Hawai‘i Women Lawyers, Award, Distinguished Community Service Award (2002).

Former Chair, Chair-Elect, Program Chair & Member, Natural Resources Section, Hawai‘i State Bar Association (since 1996).

GRANTS

Principal Investigator, State of Hawai‘i Office of Environmental Quality Control, Administrative Rules Update Project, in partnership with the State Environmental Council
- \$25,000 (Jan.-Aug. 2018); \$30,000 (Aug.-Dec. 2018); extended to 2019 (hired a team of law students/graduates to work on administrative rules revisions).

Principal Investigator, DOCARE Officer Training Academy, a partnership of the Law School’s Environmental Law Program, the Harold K.L. Castle Foundation (funder), and the Division of Conservation and Resources Enforcement (DOCARE) of DLNR
- \$148,020 (2018-2019), hired Michael Carion (Academy design consultant), Edward (Luna) Kekoa (Academy Coordinator). The Academy was established in 2019 and graduated its first cohort in 2020; the second cohort (41 officers) graduated in March 2023.

Principal Investigator, DLNR Marine Law Fellowship, a partnership of the Law School’s Environmental Law Program and DLNR to support in-house graduate law fellow at the Division Aquatic Resources (DAR)

Project administration turned over to SSRI in 2020 (law fellows: Charlie Taylor, Keali‘i Sagum, Ryan McDermott); \$110,565 (2016-2019), NOAA/DLNR LASH Funding (David Sakoda until 2018); \$99,116 (2015-2016), NOAA/DLNR LASH Funding (David Sakoda); \$93,209 (2012-2014), NOAA/DLNR LASH Funding (David Sakoda); \$85,903 (2011-2012), NOAA/DLNR LASH Funding (Wayne Tanaka); \$83,854 (2010-2011), NOAA/DLNR LASH Funding (Wayne Tanaka); \$75,000 (2009-2010), NOAA/DLNR LASH Funding (Wayne Tanaka); \$100,000 (2008-2009), Harold K.L. Castle Foundation grant (Kamaile Nichols); \$75,000 (2006-2007), Hawai‘i Coral Reef Initiative grant (Blaine Rogers). (2023 DAR Law Fellows: Charlie Taylor, Keali‘i Sagum, Kelli Ann Kobayashi.)

Principal Investigator, DLNR DOCARE Law Fellowship, to support an in-house graduate law fellow at the Division of Conservation Resources Enforcement (DOCARE)

Project administration turned over to SSRI in 2020 (continued law fellow Ian Garrod); \$240,000 (2016-2018), NOAA/Coral Reef Working Group & Harold K.L. Castle Foundation); (\$140,000 (2013-2014), Conservation International & Harold K.L. Castle Foundation (\$69,000 CI, \$69,000 Castle) (Anna Fernandez 7/14-1/14; Kylie Wager, 3/14-7/14; Tyler Hee 10/1-11/15, John Rodrigues Foster, 1/11/16 – 12/2017; Misha Nishiki (1/2017-6/2017); Ian Garrod (1/2018 - present)

Principal Investigator, DLNR Marine Mitigation/Protected Species Law Fellowship, to support second in-house graduate law fellow at Division of Aquatic Resources (DAR)
No longer active. \$98,000 (2015-2018), \$92,000 (2013-2014), DLNR Port Royale Marine Mitigation Fund (Adrianna Nycz), \$104,600 (7/1/14-8/31/15), DLNR Port Royale Marine Mitigation Fund (Adrianna Nycz, now Phillips)

Principal Investigator, DOFAW Law Fellowship, to support division of forestry and wildlife management and policy \$100,458 (2017-2018), \$112,911 (2018-2019) (inaugural law fellow Kathryn Stanway, 2017; promoted to civil service position in 2021). (New law fellow to be hired in 2023.)

Principal Investigator, Coordinating Group on Alien Pest Species (CGAPS) Law Fellowship I & II, to support two law fellows to work at DLNR, DOA, and other state agencies on inter-agency invasive species issues, in partnership with Christy Martin, CGAPS Coordinator
Project administration by CGAPS and turned over to Prof. Forman/Prof. Wallsgrove (2021-present); \$175,000 (2022); \$135,500 (2021-2022); \$128,000 (est) (2019-2022); since 2020, law fellows Drew Porter and Stephanie Easley: \$120,000 (2017-2019) (CGAPS II Drew Porter at DAR & CGAPS II Kathryn Stanaway at DOH); \$117,000 (2015- 9/31/17) (CGAPS I Timothy Sutton, Department of Agriculture & CGAPS II Drew Porter, Division of Aquatic Resources, DLNR) (#15-1209-14-228); \$137,000 (2014-2015), \$140,000 (2015-2016), funded by Hau Oli Mau Loa Foundation, CGAPS I at Department of Agriculture (Melissa Miyashiro) & CGAPS II at Department of Land & Natural Resources (Jarrett Keohokalole, who was replaced by Kevin Richardson 1/15; second position, vacated by Ms. Miyashiro, filled by Andrew Porter) \$137,000 (2013-2014), funded by Hau Oli Mau Loa Foundation, CGAPS I, at Department of Agriculture (Melissa Miyashiro) & CGAPS II, at Department of Land & Natural Resources (Jarrett Keohokalole).

ELP Law Fellows Program Coordinator for other law fellows hired via SSRI for DLNR or via other partners (Conservation International, NOAA CRCP):

- DLNR Engineering Division (Troy Thompson, 2019-2021; currently not open)
- DLNR Parks Division (Robert Parks, 2019-2021); Hannah Caddle (Jan. 2023 - present)
- DLNR Office of Coastal and Conservation Land (two fellows to be hired starting August 2023)
- Conservation International-Hawai'i Program (Tyler Hee 2021 – 2023, now permanent hire as Manager, Conservation Policy & Incentives)
- Palau Law Fellowship, Office of the Attorney General and Palau Ministry of Fisheries, Agriculture, and the Environment (under the NOAA Micronesia Environmental Law Fellowship Program, established through the Pacific Islands Managed and Protected Area Community (PIMPAC) and funded by a grant from NOAA's Coral Reef Conservation Program to the Micronesia Conservation Trust (MCT)) (Mika Obrecht 2022 – present)
- Palau Protected Areas Network (PAN) Law Fellowship (funded by NOAA) (not yet posted, to be hired in 2023)

Co-Principal Investigator, \$300,000 Grant, Comprehensive Study of State Environmental Impact Statement Law and Policies, State Legislative Reference Bureau, Hawai'i Legislature (2008-2010), with Lead PI Prof. Karl Kim and Co-PI Peter Rappa (2008-2010).

Co-Principal Investigator, \$10,000 Program Development Grant, UH Sea Grant, to support Center of Excellence in Island Resiliency and Climate (Co-Principal Investigator Prof. Chip Fletcher (SOEST), and Co-PI Prof. Kem Lowry (DURP)) (2009-2010).

Principal Investigator, \$25,000 Grant, Division of Aquatic Resources (DAR), DLNR, NOAA Local Action Strategy Program, Marine Governance and Indigenous Rights Study (2007-2011).

Principal Investigator, \$18,900 Grant, NOAA (National Ocean Service), Office of Coast Survey (Monterey, California), with the Pacific Service Center in Honolulu, REGULATORY UPDATE TO COAST PILOT 7, CHAPTERS 2 & 14 (MAIN HAWAIIAN ISLANDS (2004-2005).

Principal Investigator, \$20,000 Grant, NOAA (National Ocean Service) & DLNR-DAR, HAWAI'I MARINE PROTECTED AREAS GOVERNANCE STUDY (May 2002-Mar. 2003).

UNIVERSITY SERVICE

Law School Departmental Personnel Committee Chair, 2022-2023 Academic Year.

Member, Search Committee, University of Hawai'i at Mānoa, Chancellor (appointed by President David Lassner), 2016-2017.

Member, Search Committee, University of Hawai'i System, Vice President of Legal Affairs/General Counsel, Spring 2015 (selection of VP Carrie Okinaga).

Advisory Board, University of Hawai'i at Mānoa Island Climate Center (became Island Climate Adaption Center – ICAP), in partnership with Sea Grant, SOEST, Kamakakūokalani Center for Hawaiian Studies, and Dep't Urban & Regional Planning (2008-2011).

UH President's Emerging Leaders Program 2008-2009, sponsored by President David McClain and Vice-President Linda Johnsrud (Aug. 2008-June 2009).

Faculty Senate: Member, Senate Executive Committee, U.H. Mānoa Faculty Senate, May 2002 - June 2003; Member, University of Hawai'i at Mānoa, Faculty Senate, Jan. 2002-June 2003; Alternate Member, UHM Faculty Senate (Spring 2005-2006)

Member, University of Hawaii at Mānoa Climate Change Commission (2006-2008), appointed by Interim Chancellor Denise Konan).

Member, Study Abroad Council, University of Hawaii at Mānoa (2007–2010).

Member, Dan & Maggie Inouye Chair, Selection Committee (Law School & College of Arts and Humanities, American Studies) (2005 - 2019)

Affiliated Faculty, Dep't of Urban and Regional Planning (appointed 2005).

Chair, Understanding Student Services Committee, University of Hawai'i at Mānoa, appointed by Chancellor Peter Englert to chair 13-member committee (Fall 2002 - Spring 2003; report submitted July 2003).

Member, Dean Search Advisory Committee, William S. Richardson School of Law (2002).

PRESENTATIONS AND LECTURES

Available upon request.

COMMUNITY SERVICE

Member, North Shore Coastal Resilience Working Group (2020-present).

Member, North Shore Sustainable Communities Plan, Citizen Planning Advisory Committee (2021-present).

Member, O'ahu General Plan Hui (2020 – present).

Coordinator, Save Sharks Cove Alliance, Co-Coordinator (2018 – present). Plaintiff representative to SSCA for Mālama Pūpūkea-Waimea.

President & Founding Board Member, Mālama Pūpūkea-Waimea (North Shore marine stewardship non-profit) (2005-present); www.pupukeawaimea.org MPW received Surfrider O‘ahu Chapter non-profit annual John Kelly award (2022).

Koa Award, Conservation Council of Hawai‘i (2020) (for “excellence in education, environmental justice, and advocacy”).

Unsung Hero Award, Hawai‘i’s Thousand Friends (2019) (lifetime achievement).

Founding Member, Board of Directors, North Shore Community Land Trust (1998-2012); Advisory Board (2012-present).

Community Representative, Governor Neil Abercrombie Turtle Bay negotiations advisory group (2013-2014); in partnership with Trust for Public Land and North Shore Community Land Trust, advised DLNR/Governor on conservation easement options for Turtle Bay lands.

Facilitator, Ko‘olauloa-North Shore Alliance, coalition of groups involved in Turtle Bay conservation effort (2010-present).

John Kelly Lifetime (Individual) Achievement Award, Surfrider Foundation, Hawai‘i Chapter (2013).

Member, Governor Linda Lingle Turtle Bay Advisory Working Group, Chair of Community Communications Committee (2008–2010); advised Governor on acquisition options for permanent protection of the Turtle Bay Resort lands.

Founding Member and Co-Coordinator, Save Waimea Valley Coalition (2006-2008); member Waimea Valley Hi‘ipaka LLC (Office of Hawaiian Affairs) `Aha Hui (2008-2010).

Pro Bono consultation on various projects, including public lands, conservation transactions, marine protected areas, wildlife refuges, ahupua‘a management, public lands, conservation transactions, recreational trail development, shoreline preservation, community planning, public nuisance, wildlife conservation, noise and water pollution, and tort law.

PROFESSIONAL AFFILIATIONS

Member, State Bars of Hawai‘i (active), Washington State (inactive), California (inactive), and District of Columbia (inactive).

Admitted, Federal District Courts of Hawai‘i, Washington State (Eastern and Western Districts), District of Columbia; Ninth Circuit Court of Appeals; District of Columbia Circuit Court of Appeals, U.S. Supreme Court.

* * *

Maile Coberly

Honolulu, HI 96822
mailecob@hawaii.edu
(650) 850-1561

Education

University of Hawaii at Mānoa August 2019 –May 2023 B.S. Marine Biology
[Overall GPA: 3.73]

Research Interests

Aquatic Pollution

- The effects of anthropogenic pollution on animal physiology and behavior
- The effects of ingested and environmental contaminants on ecological interactions of animals

Community ecology

- Population abundances and trophic level interactions
- The impacts of anthropogenic stressors on community composition and animal behavior

Research Experience

Marine Science Coordinator April 2023-present

Mālama Pūpūkea Waimea (MPW)

Conducted monitoring surveys of fish and benthic invertebrate abundance and diversity. These were done in conjunction with human use and coral health surveys.

Research Technician May 2023-present

Coral Reef Ecology Lab; Hawai'i Institute of Marine Biology (HIMB)

Developed protocols for and conducted all ongoing experiments and projects in the lab including symbiont culturing and identifying, hybrid reef development, Proton Flux experiment, REU supervision, educational coral displays, and carrying capacity fieldwork at Hanauma Bay.

Undergraduate Research Assistant- July 2022-May 2023

Coral Reef Ecology Lab; Hawai'i Institute of Marine Biology (HIMB)

Laboratory assistant position. Developed protocol for maintaining zooxanthellae cultures, collaborated on the creation of a coral skeleton database, organized data archives, and analyzed recruitment plates for a settlement experiment as part of a larger hybrid reef project.

Undergraduate Researcher - July 2022 – August 2022

NSF Research Experience for Undergraduates (REU)

Coral Reef Ecology Lab (HIMB) and Bahr Marine Ecology Lab (Texas A&M University-Corpus Christi)

Participated in a four-week program where we conducted research project complimenting the Proton Flux Experiment at the Point Lab at HIMB. Interns collaborated to lay the foundation for future HIMB Proton Flux REU projects in future summers. Developed site characterization, incubation, and PAM fluorometry protocol, and conducted four-week study on individual coral colony metabolic response to ocean acidification treatments.

Project description: Exposed individual *Montipora capitata* colonies to varying ocean acidification conditions to determine their individual metabolic response.

Undergraduate Researcher - October 2021– February 2022

Cole Lab; University of Hawaii at Mānoa

Assisted with aquarium maintenance, in field collection of animals, animal husbandry, and histology.

Project description: Examined the effects of microplastic ingestion on reproductive system physiology and function of cryptobenthic gobiid fish

Research Assistant - June 2021 – August 2021

Bahr Marine Ecology Lab; HIMB

Responsible for water quality testing, including turbidity and alkalinity measurements; measuring the buoyant weight of corals; and using PAM fluorometry to measure photosynthetic ability.

Project description: Examined the short-term physiological response of *Montipora* corals to the intersection of land-based sediment and temperature stress.

Research Assistant - August 2019 – August 2021

Oahu Waterkeeper

Responsible for independently overseeing Ala Wai sites, and performing oyster cage maintenance, data collection, and data entry at MCBH. Jointly developed protocol to increase oyster survival.

Project description: Determined the viability of Native Hawaiian oysters in polluted areas, with the goal of cleaning the water.

Additional Experience

Lab assistant - BIOL 171 L, Introductory Biology - May 2022 – December 2022

Prepared all necessary teaching materials and assisted with instruction during lab sections.

Awards

UH Mānoa Academic Merit Scholarship

\$2000 per academic year

Academic scholarship awarded to students who maintain a 3.5 GPA or higher

Dean's list

Spring 2020, 2021, 2022, Fall 2020, 2021, 2022

Awarded to students achieving a 3.5 GPA or higher

Publications

[in prep] Coberly, M., S. Inn, E. TenBrink, I. Rueda, C. McNicholl, K. Bahr. Individual response of *Montipora capitata* colonies to varying ocean acidification conditions.

Oral Presentations

Coberly, M., Inn, S., TenBrink, E., Rueda, I. "Individual response of *Montipora capitata* colonies to varying ocean acidification conditions" presented August 2022.

Technical skills [and training]

- Water quality testing
- Liquid nitrogen preservation
- PAM Fluorometry
- Alkalinity titration
- Histology
- Animal Husbandry
- pH spectrometry
- PCR
- DNA extraction
- Programming using R software
- Fully Authorized AAUS Scientific Diver

Relevant coursework

- Marine Ecology and Evolution
- Marine Mammal Biology
- Deep-Sea Biology
- Biology of Invertebrates
- Genetics
- Microbiology
- Algal Diversity and Evolution
- Organic Chemistry
- Oceanography
- Cell and Molecular Biology
- Statistics and Calculus
- Corals and Coral Reefs
- Aquatic pollution
- Ethology

References

Dr. Kuulei Rodgers, Hawaii Institute of Marine Biology: kuuleir@hawaii.edu (808) 236-7440

Dr. Keisha Bahr, Texas A&M University at Corpus Christi: keisha.bahr@tamucc.edu (361) 825-3707

Liv Wheeler, University of Hawaii Diving Safety Program: liv4@hawaii.edu (808) 956-6617

Katherine P. Crowell ("Kate")

katecrowell83@gmail.com • (213) 507-8274

<https://www.linkedin.com/in/kate-crowell-2634ba144/>

EDUCATION

University of Hawai'i at Mānoa, Honolulu, HI || *August 2019 - May 2023*

- Double Major: Natural Resources & Environmental Management (NREM) and Political Science; Minor: Chinese
- Honors Program Student; Overall GPA: 3.90
- Relevant Coursework: NREM 251/Principles of Sustainability, POLS 387/Politics of the Ocean, POLS 380/Environmental Law and Politics, NREM 302/Natural Resources and Environmental Policy, SUST 318/Race, Indigeneity, and Environmental Justice, ECON 409/The Ocean Economy

University of Roehampton, London, England || *January 2022 - June 2022*

- University of Hawai'i at Mānoa Spring 2022 study abroad program
- Coursework: Cross Cultural Management, British Politics, International Economics

EXPERIENCE

Oleson Lab at the University of Hawai'i at Mānoa, Honolulu, HI || *January 2021 - Present*

Ecological Economics Research Assistant

- Data analysis for "Updating the Genuine Progress Indicator (GPI) for the State of Hawai'i" project
- Work closely with the Hawai'i State Department of Business, Economic Development, and Tourism to train members in carrying out GPI calculation annually and using GPI in policy analysis

University of Hawai'i at Mānoa Department of NREM, Honolulu, HI || *March 2021 - Present*

Undergraduate Lead

- Serve as a peer advisor for undergraduate students
- Assist with office tasks including managing the departmental email, zoom accounts, and website
- Content creator for career fairs and departmental youtube channel

Office of United States Senator Brian Schatz, Honolulu, HI || *August 2020 - May 2021*

Intern

- Conducted research for policy projects centered on healthcare and climate change
- Drafted message responses and assist with constituent services

University of Hawai'i at Mānoa Athletics || *October 2019 - December 2020*

Student Equipment Manager

- Managed the equipment, uniforms, and apparel for all university athletes, coaches, and staff
- Organized equipment room and took inventory

VOLUNTEERING

Surfrider Foundation University of Hawai'i at Mānoa Student Club, Honolulu, HI || *October 2019 - Present*

Policy Chair

- Met with United States Representatives and Senators to lobby for Surfrider's Federal Priorities during Surfrider's National Coastal Recreation Hill Day (February 2020)
- Teach fellow students how to submit testimony for bills and organize voter registration events

Associated Students of the University of Hawai'i at Mānoa, Honolulu, HI || *May 2020 - Present*

Senator of the College of Tropical Agriculture and Human Resources (CTAHR)

- Advocate at the University of Hawaii administrative and state legislative levels in 108th and 109th Senates
- Serve as Chairperson for Student Affairs Committee; Serve as Vice Chairperson for Elections Committee

University of Hawai'i at Mānoa CTAHR, Honolulu, HI || *September 2020 - Present*

Student Ambassador

- Plan events for current CTAHR students
- Represent CTAHR at college fairs and give presentations to recruit prospective students

NREM Diversity, Equity, and Inclusion Action Group, Honolulu, HI || *October 2021 - Present*

Undergraduate Liaison

- Pursue projects aimed at co-creating healthy, inclusive work environments such as employing gender neutral language in department course catalog descriptions and mandated faculty Safe Zone Training

SCHOLARSHIPS AND HONORS

- Chancellor Virginia S. Hinshaw Scholarship in Sustainability (Academic Year 2021 - 2022)
- Thropp Agriculture Scholarship (Academic Year 2021 - 2022)
- G. Donald Sherman Scholarship (Academic Year 2021 - 2022)
- Foreign Language and Area Studies Fellow (Summer 2020, Academic Year 2020 - 2021)
- University of Hawai'i at Mānoa Academic Merit Scholarship (2019 - Present)
- University of Hawai'i at Mānoa Dean's List (Fall 2019, Spring 2020, Fall 2020, Spring 2021)

SKILLS

- Intermediate Chinese Language Skills (Conversational Chinese fluency)
- Proficiency in Google and Microsoft Product Suites
- Adept in creating infographics and using social media for information and event promotion

HAVING FUN

- Skydiving, hiking, scuba diving, snorkeling, podcasts, and making spreadsheets

DEBBIE GOWENSMITH, PH.D.

808.348.1694

debbie.groundswell@gmail.com

EDUCATION

- Ph.D. Research Methods & Statistics, evaluation and qualitative research specializations
University of Denver, Denver, Colorado, March 2022
- Cert. Nonprofit Organization Management
Kapi'olani Community College, Honolulu, Hawai'i, awarded September 2006
- M.S. International Economic Development
Eastern University, St. Davids, Pennsylvania, awarded December 2002
- B.J. Journalism, magazine specialization
University of Texas at Austin, Austin, Texas, awarded December 1992

PROFESSIONAL EXPERIENCE

Co-Founder and Vice-President

Groundswell Services, Inc., January 2012 to present

Community-based researcher and participatory evaluator providing nonprofit organizations with technical assistance, process design, capacity-building, facilitation, and planning. Content area specialties include community development and community-based resources management. Trained and experienced in qualitative, quantitative, and mixed methods in the social sciences using participatory, culturally responsive, equitable, and trauma-informed approaches. Specialized training and experience in social network analysis, qualitative comparative analysis, photovoice, and empowerment evaluation. Clients include but are not limited to First Nations Oweesta Corporation, Hawai'i Community Foundation, Hawai'i Investment Ready, Kua'āina Ulu 'Auamo, Leech Lake Band of Ojibwe, Makah Tribe, Mālama Pūpūkea-Waimea, The Nature Conservancy Reef Resilience Network, R.O.C.K. Mat-Su, Washington Sea Grant.

Co-Founder and Director

Hawai'i Community Stewardship Network, Honolulu, Hawai'i, May 2005 to January 2012

Founded and directed Hawai'i nonprofit advancing a networked movement for community-led biocultural resources management. Responsible for project development cycle including facilitation, program development, work planning, community-driven research, network development and facilitation, capacity-building, and evaluation. Grew network from 12 to 30 mainly Native Hawaiian communities, and raised more than \$500,000 annually. Facilitated dozens of community meetings to develop strategic and management plans for groups across the islands. Provided training and technical assistance in program development, traditional ecological knowledge documentation and use, socioeconomic monitoring, evaluation, research, and nonprofit management.

Planner

State of Hawai'i Judiciary, First Circuit, Honolulu, Hawai'i, March 2004 to October 2005

Developed State of Hawai'i's first mental health court. Researched treatment courts, engaged stakeholders, developed policies and procedures, and launched new court. Wrote proposals and managed grant awards.

TEACHING & RESEARCH APPOINTMENTS

Adjunct Faculty, University of Denver

- Graduate School of Professional Psychology, 2013, 2016, 2018, 2020 to present
 - Program Evaluation Seminar
 - Program Evaluation and Grant-Writing
 - Psychology of Race: South Africa
- Morgridge College of Education, 2017-2020

- Research Methods and Program Evaluation
- Program Development and Evaluation
- Educational Research and Measurement

Adjunct Faculty, Hawai'i Pacific University, 2006

- An Environmental History of the Modern World

Instructor, Global Stewardship Study Program, 2003

- Sustainable Development

Instructor, South Africa Community Fund, 2001 – 2004 (summers)

- Peace-Building and Community Development

Graduate Research Assistant, University of Denver's Research, Evaluation & Assessment Collaboratory Hub (REACH) at the Morgridge College of Education, September 2019 – June 2020

- For the Campus Compact K2H Civic Futures AmeriCorps Program, designed evaluation plan, strategies, and data collection tools. Completed literature review, facilitated stakeholder meetings, completed interviews, and observed meetings with partners and team members. Supervised by Dr. Robyn Thomas Pitts.

Graduate Research Assistant, University of Denver's Center for Rural School Health & Education at the Morgridge College of Education, September 2018 – June 2020

- Facilitated and researched the development and implementation of Comprehensive Health & Wellness Plans for four rural Colorado school districts under the supervision of Dr. Elaine Belansky.

Graduate Research Associate, Eastern University's Graduate Research Program, September 2001 – December 2002

- Researched urban nonprofit organizations to discover replicable methods of social transformation under the supervision of Dr. J. Nathan Corbitt.

AWARDS

- University of Denver College of Education Student Association (COESA) Service Impact Award, May 2019
- University of Denver Research Methods & Statistics Program Community Engagement Award, May 2019
- University of Denver Research Methods & Information Science Research Conference
Research awards: 3rd place (2019), 1st place (2018), 2nd place (2017)
- Marine and Coastal Advocacy Council of the Office of Planning, State of Hawai'i, 2011 Douglas Tom "Thumbs Up" Award, September 2011
- U.S. Environmental Protection Agency Award for Outstanding Achievement, Region 9, April 2008

ACADEMIC PUBLICATIONS

- Gowensmith, D. (2022). *Expanding the network evaluation toolkit: Combining social network analysis & qualitative comparative analysis* (Publication No. 28966894) [Doctoral dissertation, University of Denver]. ProQuest Dissertations Publishing.
- Gowensmith, D. (2020). Review of the book *Qualitative comparative analysis in mixed methods research and evaluation*, by L. C. Kahwati & H. L. Kane. *The Canadian Journal of Program Evaluation*, pp. 268-270.

MOST RECENT TECHNICAL PUBLICATIONS

- Gowensmith, D. (2023, February). Holomua Marine evaluation inception report. Hawai'i Community Foundation: Honolulu, HI.
- Gowensmith, D. (2022, December). Evaluation of the Hawai'i Farm to School Hui's *Growing a sustainable farm to school system in Hawai'i*: Final technical report. Hawai'i Farm to School Hui: Honolulu, HI.

- Gowensmith, D. (2022, August). Economic analysis of sustainable agriculture & food systems of the Menominee Indian Tribe of Wisconsin and Sokaogon Chippewa Community of the Mole Lake Band of Lake Superior Chippewa. Nijji Capital Partners, Inc.: Shawano, WI.
- Gowensmith, D. (2021, November). CHANGE: Formative evaluation report. Hawai'i Community Foundation: Honolulu, HI. See Spark site at <https://express.adobe.com/page/qKvuUT2eIghbK/>
- Casciano, R., & Puma, J. (Hosts). (2021, October 5). Trauma-informed evaluation with Martha Brown and Debbie Gowensmith [Audio podcast episode]. In *Glass Frog Podcast*. Glass Frog. <https://glassfrog.us/s4e4/>
- Gowensmith, D. (2021, June). A rapid appraisal of systems-scale indicators for Native Hawaiian workforce development. Office of Indigenous Innovation at the University of Hawai'i: Honolulu, HI.
- Gowensmith, D. (2021, January 28). Photovoice as a trauma-informed evaluation approach. AEA365. <https://aea365.org/blog/trauma-informed-eval-week-photovoice-as-a-trauma-informed-evaluation-approach-by-debbie-gowensmith/>
- Gowensmith, D. (2020, October). A 10-year harvest for the Hawai'i Farm to School Hui: Results from a 10-year retrospective evaluation using outcome harvesting and a network survey. Hawai'i Farm to School Hui: Honolulu, HI.
- Gowensmith, D. (2020, October). Technical report for Campus Compact's K2H Civic Futures AmeriCorps Program. University of Denver's Research, Evaluation & Assessment Collaboratory Hub (REACH) Morgridge College of Education, Denver, CO.
- Gowensmith, D. (2019). Leech Lake Band of Ojibwe housing assessment. First Nations Oweesta Corporation: Longmont: CO.

CONFERENCE PRESENTATIONS

- Gowensmith, D., Gowensmith, W. N., & Hernandez, K. (2022, October 20). *The use of Photovoice with a graduate psychology student population* [Paper presentation]. 30 Years of Photovoice conference, virtual.
- Gowensmith, D., Rozet, N., & Fukumitsu, K. (2022, October 11). *Culturally rooted: A season to discuss decolonizing evaluation* [Paper presentation]. Hawai'i-Pacific Evaluators Association Annual Conference, virtual.
- Gowensmith, D. (2021, November 11). *The Potential of Qualitative Comparative Analysis for Network Evaluation* [Paper presentation]. American Evaluation Association Conference, virtual.
- Gowensmith, D., Keli'ioa, B., & Peltzer, N. (2021, September 23). *Stories from the Harvest: Experiences from Evaluations Using Outcome Harvesting* [Paper presentation]. Hawai'i-Pacific Evaluators Association Annual Conference, virtual.
- Gowensmith, D., & Haseley, E. (2021, April 30). *Farm to School Evaluation* [Paper presentation]. RMIS Research Conference, virtual.
- Ingman, B. C., Loecke, C., Johnson, A., Maras, E., Gowensmith, D., & Belansky, E. S. (2021, April 8). *Barriers and facilitators of implementing health and wellness practices in rural schools* [Roundtable session]. American Educational Research Association, virtual.
- Connelly, A., Gowensmith, D., Rozet, N., & Tamanaha, M. (2021, April 29). *'Auamo kuleana: Using indigenous conflict resolution mindset to embrace and celebrate conflict in networks* [Paper presentation]. Collective Impact Action Summit, virtual.
- Tamanaha, M., Rozet, N., & Gowensmith, D. (2020, October 24). *Network weaving for self-determination: Reclaiming stewardship of Hawaiian lands and waters* [Paper presentation]. Midwest Eco Conference, virtual.
- Gowensmith, D. et al. (2020, September 21). *The ways forward – indigenous and local perspectives on our biodiversity crisis* [Invited address]. Local Biodiversity Outlooks, virtual. <https://localbiodiversityoutlooks.net/the-ways-forward/>
- Gowensmith, D. & Gregory, E. (2020, May 7). *What does "trauma-informed" have to do with research & evaluation? (It's not a rhetorical question.)* [Paper presentation]. RMIS Research Conference, virtual.
- VanderWielen, L., & Gowensmith, D. (2020, February 7). *Strengthening our collective experiences: Perspectives from the field* [Conference session]. Evaluating Better Together, Denver, CO, United States.
- Gowensmith, D. (2019, November 11-16). *Using empowerment evaluation to create shared measures* [Paper presentation]. American Evaluation Association Conference, Minneapolis, MN, United States.

- Gowensmith, D. (2019, September 3-6). *Envisioning equity in transnational university partnerships: Reflections from a U.S.-South Africa experience* [Invited address]. Psychological Society of South Africa 25th Anniversary Congress, Johannesburg, South Africa.
- Gowensmith, D., Gowensmith, W. N., Kelly, M., Banks, J., Nowrouzi, M., & Blackmond, L. (2019, September 3-6). *Life after prison in South Africa and the U.S.: A photographic collection by the participants themselves* [Paper presentation]. Psychological Society of South Africa 25th Anniversary Congress, Johannesburg, South Africa.
- Gowensmith, D., Gowensmith, W. N., Kelly, M., Banks, J., Nowrouzi, M., & Blackmond, L. (2019, August 8-11). *International comparison of reentry programs utilizing Photovoice* [Poster presentation]. American Psychological Association Convention, Chicago, IL, United States.
- Gowensmith, D., Gowensmith, W. N., & Segler, L. (2019, April 12). *Exploring racial attitudes of students in a short-term study-abroad course* [Paper presentation]. RMIS Research Conference, Denver, CO, United States.
- Gowensmith, D., Tamanaha, M., Connelly, A. P. (2018, October 31 – November 3). *Reclaiming evaluation through a culturally rooted approach* [Paper presentation]. American Evaluation Association Conference, Cleveland, OH, United States.
- Gowensmith, D., Gowensmith, W. N., Osentoski, K., Blackmond, L., & Nowrouzi, M. (2018, October 31 – November 3). *In their own words: Using photovoice to evaluate programs involving marginalized groups* [Paper presentation]. American Evaluation Association Conference, Cleveland, OH, United States.
- Gowensmith, D. (2018, September 26-27). *Evaluating a collaborative initiative in the Hawaiian context* [Paper presentation]. Evaluating Better Together Conference, Denver, CO, United States.
- Gowensmith, D., Gowensmith, W. N., Osentoski, K., Blackmond, L., & Nowrouzi, M. (2018, September 26-27). *In their own words: Using photovoice to evaluate programs involving marginalized groups* [Paper presentation]. Evaluating Better Together Conference, Denver, CO, United States.
- Gowensmith, D., Johnson, A., & Lin, J. (2018, May 30-June 1). *Using the whole school, whole community, whole child model to promote health in rural areas* [Paper presentation]. Shared Risk & Protective Factors Conference, Keystone, CO, United States.
- Gowensmith, D., Gowensmith, W. N., Osentoski, K., Blackmond, L., & Nowrouzi, M. (2018, April 6). *Returning citizens through a different lens* [Paper presentation]. RMIS Research Conference, Denver, CO, United States.
- Gowensmith, D., Tamanaha, M., & Chang, K. (2018, April 3-5). *Measuring better together: A process for developing culturally aware, community-based common measures* [Conference session]. Collective Impact Convening, Austin, TX, United States.
- Gowensmith, D., Tamanaha, M., Connelly, A. P., & Asuncion, B. (2017, November 6-11). *Measuring collectively: A process for community-based creation of common evaluation measures* [Paper presentation]. American Evaluation Association Conference, Washington, D.C., United States.
- Gowensmith, D., Tamanaha, M., Connelly, A. P., & Asuncion, B. (2017, November 6-11). *Evaluating connection through pictorial storytelling and social network analysis* [Poster presentation]. American Evaluation Association Conference, Washington, D.C., United States.
- Gowensmith, D. (2017, April 21). *Measuring collectively: A process for community-based creation of common evaluation measures* [Paper presentation]. RMIS Research Conference, Denver, CO, United States.
- Gowensmith, D. (2017, April 5). *Measuring collectively: A process for community-based creation of common evaluation measures* [Paper presentation]. University of Denver Research and Performance Summit (Denver, CO).
- Vance Borland, K., Soule, J., & Gowensmith, D. (2013, September 22-24). *Environmental Evaluators Network Pacific: A social network analysis* [Paper presentation]. Environmental Evaluators Network Pacific Forum, Corbett, OR, United States.
- Vance Borland, K., Soule, J., & Gowensmith, D. (2013, September 22-24). *Environmental Evaluators Network Pacific Forum Network* [Poster presentation]. Environmental Evaluators Network Pacific Forum, Corbett, OR, United States. <https://slideplayer.com/slide/15854006/>
- Ka'auomoana, M., Gowensmith, D., Anderson, C., Henly-Shepard, S., Scheuriger, G., Glazier, E., Kittinger, J. (2011, July). *Climate change & disaster vulnerability: Building socio-ecological resilience in Hawai'i* [Paper presentation]. Natural Hazards Research and Applications Conference, Broomfield, CO, United States.
- Gowensmith, D., Kenison, D., Kaupu, L. & Forrest, A (2010, August). *Kūpuna to 'ōpio: Passing down traditional ecological knowledge to improve contemporary resources management* [Paper presentation]. Hawai'i Conservation Conference, Honolulu, HI, United States.



SSFM International

Melissa May, AICP

Lead Planner & Project Manager

Melissa is SSFM's Manager for our Strategic Services Group and she is a senior planner with more than a decade of experience in community and environmental planning in Hawaii. She is passionate about creating better places and people through building community and making improvements to the built environment. She designs and facilitates inclusive planning processes that bring together community, government, and technical stakeholders to create shared visions and implementable plans for resilient and sustainable communities. Ms. White's areas of specialty include resilience, placemaking, active transportation, community-based planning and economic development, and renewable energy - all of which are key ingredients of thriving, sustainable communities.

EDUCATION

B.S., Environmental Studies, Southern Oregon University (2000)

Certificate in Cultural Resource Management, Southern Oregon University (2000)

Master of Arts in Anthropology, University of Hawaii (2003)

REGISTRATION

American Planning Association, American Institute of Certified Planners #029129

REPRESENTATIVE PROJECT EXPERIENCE

North Shore Coastal Resilience Working Group. Oahu, Hawaii. Project Manager. SSFM is partnering with Surfrider Foundation and the University of Hawaii Sea Grant to convene and facilitate a working group of elected officials, North Shore residents, community organizations, and agencies to identify adaptation solutions for current and future climate change impacts and develop recommendations for implementation.

North Shore Sustainable Communities Plan Update. Project Manager. SSFM was the prime consultant for the update of the City and County DPP's North Shore Sustainable Communities Plan. The plan established the vision, policies, and land use patterns for the North Shore Planning District through 2040 and beyond. It will be developed using an inclusive process that combines research and data collection with community input. The plan analyzed and addressed new and emerging policy issues including climate change and sea level rise, as well as economic and tourism implications from COVID-19.

Oahu Tsunami Evacuation Plan, Island of Oahu, Hawaii. Planner. Worked with the City and County Department of Emergency Management to develop refuge areas and tsunami evacuation routes for the North, West, and East shores of the Island of Oahu.

Kahuku Wind Monitoring Station, Kahuku, Honolulu, Island of Oahu, Hawaii. Planner. Helped Hawaiian Electric Company obtain approvals to install and operate two meteorological monitoring towers in Pūpūkea on Oahu's north shore. Work included preparation of a Conservation District Use Permit application, obtaining endangered species clearance from the U.S. Fish and Wildlife Service, and coordination with State Department of Land and Natural Resources land agents.

Farrington Highway Drainage Improvements, Vicinity of Princess Kahanu Avenue, Nanakuli, Island of Oahu, Hawaii. Planner. Prepared NEPA Categorical Exclusion (CATEX) and State of Hawaii Environmental Policy Act (Chapter 343, Hawaii Revised Statutes [HAR]) environmental compliance documentation for Hawaii Department of Transportation.

Papipi Road Drainage Improvements, Ewa, Island of Oahu, Hawaii. Planner. Integrated the civil engineering and other consulting efforts, prepared the Environmental Assessment, and drafted the land use permit applications (Dept. of Army Permit; Conservation District Use Permit, etc.) for HASEKO's effort to develop the drainage system for the residential areas adjacent to its Ocean Pointe development, Ewa, Oahu.

CIP Generating Station, Honolulu, Island of Oahu, Hawaii. Planner. Prepared the Environmental Impact Statement and major land use applications for HECO's new 110 MW generating unit in Campbell Industrial Park.



Austen Drake, P.E., GA

Civil Engineer

Austen is the Manager and Lead Civil Engineer in SSFM's Hilo Office. He is a Project Engineer responsible for planning and design for a wide variety of civil engineering projects on the Island of Hawaii and other geographic areas where SSFM currently provides planning and engineering services.

REPRESENTATIVE PROJECT EXPERIENCE

SSFM International

EDUCATION

B.S., Civil Engineering,
University of Texas at
Arlington, 2003

REGISTRATION

Hawaii, Civil
Engineering #C-13059,
2008

Texas, Professional
Engineer #100187, 2007

LEED Green Associate,
US Green Building
Council (2021, exp 16
Apr 2023)

Waimea Homestead Community Agricultural Park, Kamuela, Hawaii. Project Manager. Designed an Agriculture Park, including roadway for access and non-potable water supply with onsite 200,000-gallon capacity storage. Conducted a topographic survey for alignment of off-site and on-site 12-inch non-potable water line, access roadways, and non-potable water storage tanks. Estimated construction cost \$3.5 million.

Keahuolu Phase 0 Roadway and Promenade Design, Kailua-Kona, Hawaii. Project Manager and Lead Civil Engineer. SSFM provided Environmental Documentation and Design services. Phase 0 of the project provided a new roadway, three new entrances to Kailua District Park, and a pedestrian and bike promenade. The improvements support the Kailua District Park and the Queen Liliuokalani Trust Master Plans and include new pavements, raised sidewalks, shared use path, drainage improvements, intersection improvements, street lighting, landscaping, and new utility lines. Estimated construction cost \$5 million.

Rehabilitation and reconstruction of Crater Rim Drive and Mauna Loa Road in Hawaii Volcanoes National Park, District of Ka'u, Island of Hawaii, Volcano, Hawaii. Project Engineer. Roadway length is approximately 5 miles. Project also included rehabilitation of four parking lots, including ADA improvements. Project requires very close coordination with Park staff to ensure minimal disturbance to sensitive sites. Estimated construction cost \$13 million.

Hawaii Preparatory Academy Master Plan, Kamuela, Hawaii. Project Manager. SSFM provided civil engineering for a master plan to relocate the middle school from its existing location to combine with the existing upper campus. Improvements included grading, drainage improvements, and ADA access.

Pier 2 Drainage and Paving Improvements, Kawaihae Harbor, Hawaii. Project Manager. SSFM provided structural and civil engineering services for paving and drain inlet improvements at Kawaihae Harbor. Improvements included grading, drainage improvements, and paving. Estimated construction cost \$3 million.

Lili'uokalani Trust Waimea Ranch Alterations, Kamuela, Hawai'i. Civil Engineer. SSFM provided civil engineering services for upgrades to the existing learning facilities, including a new septic system, fire service, and domestic water service. Estimated construction cost \$3 million.

Waimea Water Treatment Plant Compliance Upgrades, Phase II, Kamuela, Hawaii. Project/Construction Manager. The project consisted of the renovation of the existing Waimea Water Treatment Plant that will replace the conventional surface water treatment process with membrane filtration. Estimated construction cost \$11 million.

Hawaii Community Correctional Center Upgrades, Hilo, Hawaii. Project Manager. SSFM provided engineering services for the addition of a restroom and shower facility at the existing correction center, including the addition of a sewerline and associated improvements.



Wendy McLain, P.E., LEED AP
Civil Engineer

Wendy is currently a Senior Project Engineer in SSFM's Civil Engineering Group that includes professional staff in Honolulu, Hawai'i and Maui. In this position, she supervises project engineers and teams working on a wide variety of civil engineering projects. She has extensive experience in site development, site layout, wastewater, stormwater, drinking water, collection and distribution and treatment systems, grading and drainage, pavement repairs and project management services.

SSFM International

EDUCATION

B.S., Environmental Resources Engineering, Humboldt State University – 1996

REGISTRATION

Hawaii, Civil Engineering, #11328-C

California, Civil Engineering #C-60241

Guam, Civil Engineering #1319

LEED Accredited Professional, USBGC, 2009

REPRESENTATIVE PROJECT EXPERIENCE

North Shore Park Improvements, Banzai Rock Skateboard Facility, Haleiwa, Hawaii. Civil Engineer. The project consisted of civil site improvements for the construction of a 2.3-acre skate board recreational facility. The facility was constructed in two phases. Phase 1 consisted of the construction of the 13,400 sq-ft skate park. Phase 2 consisted of the roadway access, 30 stall parking lot, security fencing and retention basin (5000 sq-ft). Site improvements included grading, driveway and drainage. Estimated construction cost \$1.2 million.

Haleakala Summit Road Rehabilitation project on Makawao, Maui. Civil Project Engineer. SSFM was the Prime Consultant responsible for the civil engineering services for the project. Services included rehabilitation of a portion of the roadway and 7 parking lots within Haleakala National Park. Site improvements also included adding ADA compliant accessible parking stalls, access isles, and curb ramps. Estimated construction cost \$1.3 million.

Hawaii National Park Service Pavement Preservation, Hawaii National Park, Hawaii. Project Manager and Civil Project Engineer. Performed engineering, and project management services. Work included pavement preservation. Estimated construction cost \$8.4 million.

Puu O Hulu Community Park, Maili Kai, Oahu, Hawaii. Civil Project Engineer. Project included a parking lot and comfort station for a multi-phase community park. Estimated construction cost \$274,027.

Saddle Road West Side Truck Escape Ramps, Waikoloa, Hawaii. Civil Engineer. Prepared PS&E for two (2) truck escape ramps located along Hawaii State Route 200. Project also included solar powered lighting and pavement marking treatments to improve safety at the Mamalahoa Highway intersection. Roadside drainage and permanent erosion control improvements were also included along portions of Route 200. Estimated construction cost \$6.2 million.

St. John Apostle & Evangelist Catholic Church Additions and Renovations, Mililani, Hawaii. Civil Project Engineer. Project included grading, drainage, utility services and parking lot to accommodate additions and renovations to the chapel. Estimated construction cost \$1.5 million.

North Kona Expansion Area Plan, Kona, Hawaii. Civil Project Engineer. This project involved preparing a Sewer Master Plan for region in North Kona. Calculated future sewer flows and conceptually designed sewer collection system Master Plan report.

Regional Master Plan and North Kona Improvement District Plan, Kona, Hawaii. Civil Project Engineer. This project involved generating a broad regional sewerage master plan to include all un-sewered areas of the North Kona region extending from Kealakehe and Kaloko to Honokohau Harbor and north to the Lands of Kau.



SSFM International

EDUCATION

B.S., Civil Engineering,
Santa Clara University,
Santa Clara, California,
2020

M.S., Civil Engineering,
University of Hawai'i at
Mānoa, Honolulu,
Hawaii, 2022

Rachael Han

Civil Designer

Rachel is a civil designer and has experience in helping vulnerable communities become resilient to climate change impacts. She is especially knowledgeable about sustainability, cultural competency and advocacy.

PRIOR WORK EXPERIENCE

Institute for Sustainability and Resilience at University of Hawai'i at Mānoa, Climate Impacts Research Specialist (January 2022 - April 2022).

- Developed, led, & executed sea level rise (SLR) research methodologies & project management plans.
- Coordinated research elements among project researchers.

University of Hawai'i at Mānoa, Graduate Research Assistant (June 2021- May 2022).

- Research Assistant at the Coastal Hydraulics Engineering Resilience Lab under Dr. Oceana Puananilei Francis.
- Developed and conducted extensive stakeholder assessment on Maui County coastal roads.

University of Hawai'i at Mānoa, Healy Foundation Climate Change Fellow (August 2020 - July 2021).

- Conducted research and drafted guidance documents for the City and County of Honolulu Climate Change Commission.

Miller Center for Social Entrepreneurship in Bangalore, India, Junior Consultant (March 2019 — November 2019).

- Conducted 102 field interviews over 8 weeks in India with auto-rickshaw drivers, banks, NBFC's, and aggregators for the social enterprise, Three Wheels United.
- Created 4 written deliverables and 2 videos surrounding scaling and impact.

REPRESENTATIVE PROJECT EXPERIENCE

Assessment of Stakeholder Perceptions of Ocean Hazard Risk for Coastal Infrastructure/Roadways, Maui County, Hawai'i. Researcher. Through a grant from HDOT Highways Division in partnership with Maui County Public Works, this project entailed a stakeholder assessment concerning coastal roads in Maui County.

Santa Clara University Faculty & Staff Housing Development, Santa Clara, California. Civil Designer. This project proposed design and construction plans of a housing development for Santa Clara University faculty and staff.

Analysis and Overview of a Harbor Molasses Spill, Honolulu, Hawaii. Researcher. This paper summarized events associated with the 2013 molasses spill in Honolulu Harbor and discussed the statute used to prosecute Matson, the spill's impact, and the handling of the spill response. Social, financial, and environmental consequences of the spill were discussed as well.



SSFM International

Malachi A. Krishok

Outreach Lead

Malachi has 8 years of experience providing community planning and development services in the State of Hawaii. Malachi is a community-focused planner who is passionate about utilizing his role as a planner to enhance the ability of community members to participate and feel empowered to shape their desired future. His approach draws on his experience working with communities throughout Hawaii, which has focused on community planning, community outreach process implementation and design, planning research and analysis, environmental compliance services, and land use entitlements. Through this experience, he has developed skills in geographic information systems analyzing geographic data and designing maps and, technical writing, graphic and basic web design, and facilitation.

EDUCATION

Master's of Urban and Regional Planning, University of Hawaii at Manoa, June 2018

Bachelor of Arts, Politics (major), Urban and Environmental Policy (minor), Occidental College, Los Angeles, CA, May 2013

REPRESENTATIVE PROJECT EXPERIENCE

North Shore Coastal Resilience Working Group, Island of Oahu, Hawaii. Planner. SSFM was partnering with Surfrider Foundation and the University of Hawaii Sea Grant to convene and facilitate a working group of elected officials, North Shore residents, community organizations, and agencies to identify adaptation solutions for current and future climate change impacts and develop recommendations for implementation.

North Shore Sustainable Communities Plan Update, Island of Oahu, Hawaii. Planner. SSFM was the prime consultant for the update of the City and County DPP's North Shore Sustainable Communities Plan. The plan established the vision, policies, and land use patterns for the North Shore Planning District through 2040 and beyond. It will be developed using an inclusive process that combines research and data collection with community input. The plan analyzed and addressed new and emerging policy issues including climate change and sea level rise, as well as economic and tourism implications from COVID-19.

West Kauai Energy Project, Island of Kauai, Hawaii. Planner. Preparation of a HRS 343-compliant EA for KIUC's long-term water lease and proposed energy and irrigation project. The project served four primary functions: (1) renewable energy production via hydroelectric electric generation, (2) renewable energy production via solar photovoltaic (PV) generation, (3) pumped hydroelectric and battery storage, and (4) irrigation delivery to support diversified agriculture. A FONSI is expected to be prepared and approved for the project.

Kapalama Kai Community Outreach, Honolulu, Island of Oahu, Hawaii. Planner. Kamehameha Schools updated their long-term vision for the use of roughly 105 acres of commercial and industrial lands located in the ma kai area in the Kapalama ahupuaa. The project involved developing and outreach strategy for sharing Kamehameha Schools' vision for Kapalama Kai and facilitate feedback from community members from the area, business organizations, cultural practitioners, educational institutions, and many more. The outreach and resulting feedback will be used as the basis for planning and development of the area over the 20-year plan.

University of Hawaii Sea Grant College. Graduate Research Assistant. (2017–2018). Graduate Research Assistant for Dr. Daniele Spirandelli NOAA Sea Grant Study: Assessing the Vulnerability of Coastal Wastewater Infrastructure to Climate Change. Areas of research included: stakeholder interviews and qualitative analysis, GIS mapping of climate change exposures and vulnerable assets, wastewater policy and best practice research, and drafting final report.



SSFM International

Michael Y. Packard, P.E., PTOE

Traffic Engineer

Michael is a Senior Traffic Engineer in SSFM's Strategic Services Group. He has over 15 years of progressive traffic engineering and transportation planning experience including traffic operations analysis and transportation network planning of "Complete Streets," bicycle and pedestrian facility design. Mr. Packard has worked on a variety of planning projects including studies for transportation corridors, sub-area circulation analysis, route location, traffic safety, and traffic impact analysis for residential, commercial and mixed-use centers. He has also worked on a variety of design projects including traffic signals, fiber optic and wireless transportation management systems, and red-light photo enforcement.

EDUCATION

B.S., Civil Engineering,
Virginia Tech,
Blacksburg, Virginia,
2000

REGISTRATION

Hawaii, Civil Engineer
#13441-C

Professional Traffic
Operations Engineer™
(PTOE) #2385

REPRESENTATIVE PROJECT EXPERIENCE

Haleiwa Mixed Use Development, Haleiwa, Hawaii. Traffic Engineer. A traffic impact analysis was prepared for the proposed mixed-use development of approximately 7.5 acres in Haleiwa town. The proposed uses include a mix of residential and retail commercial uses and located within the North Shore Sustainable Community Plan Designated Community Growth Boundary. The traffic analysis recommended mitigation alternatives, including roundabouts at the primary access driveways, to address vehicular impacts while ensuring walkability and bikeability in a historic town center.

Kahuku Oceanfront Subdivision Traffic Assessment, Honolulu, Island of Oahu, Hawaii. Traffic Engineer. Prepared a traffic assessment in support of a Subdivision Application for a proposed residential development on a 165-acre agricultural zoned parcel in Kahuku on the north shore on the island of Oahu. The analysis addressed the anticipated impact to multi-modal travel in the area.

North Shore Greenway Bike Path Study, Paia, Island of Maui, Hawaii. Project Manager/Traffic Engineer. Project studied the potential to extend the existing shared-use path from its current terminus at Baldwin Park, 2.5 miles, to Hookipa Beach Park. Completion of the study included the preparation of an alternatives analysis report, conceptual plans for 4 alternatives, permitting and environmental impacts memo, and cost estimate. Estimated construction cost is \$7 million.

Traffic Improvements at Various Locations - Village Park Kupuna Loop, Oahu, Hawaii. Project Manager/Traffic Engineer. SSFM prepared applicable permitting and design plans related to safety and operations improvements along the existing Kupuna Loop in Village Park on the island of Oahu. Project included civil; architectural and landscape; construction working drawings and specifications; traffic engineering design oversight; and coordination and design of traffic signal modifications at two intersections.

Iao Valley State Park Master Plan, Island of Maui, Hawaii. Traffic Engineer. A traffic impact analysis report was prepared in support of an environmental assessment for the proposed master planning efforts for the Iao Valley State Park on the island of Maui. Improvements are anticipated to include park land improvements, additional passenger vehicle and bus parking, and the repurposing of the existing Hawaii Nature Center to be a more active visitor center with Department of Land and Natural Resources offices.

Waiakea Uka Park Community Center TIAR, Hilo, Island of Hawaii. Traffic Engineer. A new community center and parking lot are being proposed for development adjacent to the existing gym facilities. A traffic impact analysis report was completed in support of the Environmental Assessment for the proposed development that analyzed the anticipated future weekday and weekend peak hours for the existing and future years.



Lulu Chun

Graphic Designer

Lulu is currently a Planner in the Strategic Services Group. In this position, she currently performs mapping or graphic design using Adobe suites, ArcGIS, Sketchup or similar computer graphics to support work on transportation planning, urban design, and traffic engineering projects.

REPRESENTATIVE PROJECT EXPERIENCE

SSFM International

EDUCATION

Masters Degree, Urban & Regional Planning, University of Hawai'i at Manoa, Honolulu, Hawai'i

Bachelor of Landscape Architecture, Beijing Forestry University, Beijing, China

North Shore Sustainable Communities Plan Update, Island of Oahu, Hawaii. Graphic Lead. Preparation of a full branding package to support the outreach and plan development, such as project logo, templates for presentations, fact sheet, postcards, etc. SSFM was the prime consultant for the update of the City and County DPP's North Shore Sustainable Communities Plan. The plan will establish the vision, policies, and land use patterns for the North Shore Planning District through 2040 and beyond.

Papa Avenue Complete Streets, Kahului, Island of Maui, Hawaii. Planner/Graphic Designer. Project involved the planning, outreach, and design of a collector road to reflect complete street and urban design principles that facilitate safe and efficient pedestrian, bicycle, and vehicle travel. Recommendations to mitigate the sight distance concern at the Lihikai Elementary School included improving the roadway layout

Farrington Highway Corridor Study, West Oahu, Hawaii. Planner and Graphic Designer. Project involved a transportation study of the Farrington Highway corridor including a second access assessment, operations assessment, community outreach, and overall corridor study report. The project engaged community leaders, schools, and other organizations in identifying and prioritizing context sensitive solutions to safely accommodate all modes along Farrington Highway, and exploring the possibility of providing a second access to the area.

Hawaii County Vision Zero Action Plan, Hawaii. GIS Lead and Graphic Designer. Project involved the data collection and analysis of multiple data sources of pedestrian, bicycle, and motor vehicle related crashes on public travel ways to identify geographic, situational, and socioeconomic trends. Maps were created with a supporting narrative for use by the County's Vision Zero Task Force. SSFM created the graphic template for the Vision Zero Action Plan, contributed a framework for equity, and coordinated the integration of content to create the final document.

West Maui Greenway Master Plan. Island of Maui, Hawaii. Planner and Designer. A master plan was prepared for the proposed West Maui Greenway, linking existing and future segments to create a continuous, connected, route for bicycle and pedestrian travel. SSFM assisted ALTA Design and Planning with the public engagement, mapping, route alternatives, cost estimates, and design concepts.

Department of Hawaiian Homelands (DHHL) General Plan Update, Statewide, Hawaii. Graphic Lead. Preparation of a full branding package to support the outreach and plan development. SSFM was assisting the State Department of Hawaiian Homelands in updating its General Plan. The General Plan establishes policy for the direction of the department and delivery of its mission to provide land to native Hawaiian beneficiaries.

TOD Infrastructure Planning Assistance, Underground Utility Assessment and Street Tree Plans, Island of Oahu, Hawaii. Planner and Graphic Designer. This project consisted of creating street tree plans for the future Transit-Oriented Development (TOD) areas on the island of Oahu. Effort included coordinating with landscape architects to prepare conceptual plan.

SARAH J. L. SEVERINO

- CONTACT** 5005 Lower Kula Rd., Kula, HI 96790
sarahjls@pacificmonitoring.com // 920.915.2163
- SUMMARY** Over ten years of experience in the natural and marine sciences working in Hawai'i, with a passion for environmental conservation, exceptional attention to detail and writing capabilities, and demonstrated ability to manage diverse teams and projects/proposals effectively to reach goals and deadlines.
- EDUCATION** Hawai'i Pacific University, Master of Science in Marine Science, 2015
Specialties: Coral Recruitment, Coral Bleaching, Photographic Census Methods, Geographic Information Systems.
Thesis: "Quantifying the Influence of Disturbance by Macroalgae and a Bleaching Event on the Survival of Coral Juveniles using Photo-Fluorescence Census Techniques."

Hawai'i Pacific University, Bachelor of Science in Marine Biology, 2013
- PUBLICATION** Luck, D. G., Forsman, Z. H., Toonen, R. J., **Leicht, S. J.**, & Kahng, S. E. (2013). Polyphyly and hidden species among Hawai'i's dominant mesophotic coral genera, *Leptoseris* and *Pavona* (Scleractinia: Agariciidae). *PeerJ*, 1, e132.doi:10.7717/peerj.132.
Bahr, K. D., **Severino, S. J. L.**, Tsang, A., Han, J., Richards Dona, A., Stender, Y., Weible, R. M., Graham, A., McGowan, A. E., Rodgers, K. S. (2020). The Hawaiian Ko'a Card: Coral health and bleaching assessment color reference card for Hawaiian corals. *Springer Nature Applied Sciences*, doi:10.1007/s42452-020-03487-3
Bates, A. E., Primack, R. B., **PAN-Environmental Working Group**, and Duarte, C. M. (2021) Global COVID-19 lockdown highlights humans as both threats and custodians of the environment. *Biological Conservation*.

EXPERIENCE

Project Manager for Lynker Corporation

Remote, May 2022 – Present (May 2023)

- Manages projects and provides organizational leadership for \$2.4+M annually and 30+ contractor and subcontractor personnel located within the Pacific working for local, State, Federal government or private sector.
- Project Manager for contracts with the Pacific Island Fisheries Science Center, Pacific Island Regional Office, Office of National Marine Sanctuaries Hawaii Region Sanctuary and Monument, and Bureau of Statistics and Plans Guam.
- Project management office coordinator and proposal support for NOAA ProTech Fisheries IDIQ Contract.
- Led the coordination and/or writing of over 50 proposals and requests for information (RFI) in 2022. Won 66.7% of written proposals, totaling to approximately \$42.9M in revenue.
- On average completed 4.3 proposals/RFIs per month. Funders included the National Oceanic and Atmospheric Administration (NOAA), the Western Pacific Regional Fisheries Management Council, State of Oregon, University of Washington, Hawaii Community Foundation, Government of Guam, National Park Service, United States Department of Agriculture (USDA), etc.

Lead Marine Ecologist and Owner of Pacific Monitoring and Assessment, LLC

Remote, Feb. 2020– Present (May 2023)

- Perform analysis and report writing for fish, coral and benthic data surrounding effluent outfalls at Waianae, Barbers Point, and Mokapu sites under contract with Water Resources Research Center.
- Perform analysis and report writing for fish, coral and benthic data surrounding effluent outfalls within Honolulu, Waiiau, Kahe, and Campbell Industrial Park generating station under contract with the Hawaii Electric Company (HECO).
- Provide annual reports detailing the biological organisms and temporal/spatial shifts. Includes enumeration of species richness, density, and estimated biomass.
- Utilize Access database queries for input, management, organization of multi-year-multi-location data, and generation of fish biomass.

Project Coordinator II for Lynker Technologies, LLC

Remote, June 2021– May 2022

- NOAA ProTech IDIQ Project Management Office coordinator.
- Deputy project manager for NOAA Pacific Island Fisheries Science Center Socioeconomic Technical Support, NOAA Alaska Fisheries Science Center Newport Laboratory Technician, and NOAA Office of National Marine Sanctuaries Pacific Island Region.
- Coordinate proposal preparation, capture, business development, and company initiatives.
- Write grant and contract proposals (i.e. NOAA BWET, NFWF, HCF).
- Maintain communication with environmental conservation non-profits and small businesses on Maui for Lynker's Sustainable Pacific Program (i.e. Coral Reef Alliance, Maui Nui Marine Resource Council, Mālama Maui Nui, etc.).
- Provide project support for the Marine, Ocean & Coastal Sciences and Information Group ranging from the West Coast of the United States to the Pacific Island Region.
- Plan and manage team goals, project schedules and new information.

Project Manager for the Coral Reef Ecology Lab

Hawai'i Institute of Marine Biology, Kāne'ohe, HI, Mar. 2018 – June 2021, 40+hr/wk

- Developed, managed, and monitored project teams and budgets for three to six projects at one time. Lead researcher and manager of a project with a budget of \$60k/year over three years.
- Wrote grants in a collaborate process to secure funding from NOAA, the National Fish and Wildlife Foundation (NFWF), National Science Foundation (NSF), and the National Geographic Society.
- Connected scientists, managers, stakeholders, and the community to ensure research priorities are met and results were available publicly in a comprehensible format.
- Performed in-person and online educational training to team members, managers, and the community.
- Managed and executed field surveys to determine the acceptable limits of disturbance to the marine resources of one of the most highly snorkeled reefs in Hawai'i, Hanauma Bay Marine Life Conservation District.
- Led and designed field surveys and experiments documenting thresholds of corals to levels of thermal stress, sedimentation, and/or nutrients.
- Performed data analysis utilizing SPSS statistical software and Arc GIS platforms. and report writing.

- Performed, analyzed, and summarized results from coral health, fish biomass and abundance, fish foraging, and fish behavior surveys.
- Led and managed intensive undergraduate internship programs.
- Fostered collaborations globally utilizing online platforms: google suite, zoom, arcGIS online, adobe acrobat.
- Applied for, and managed special activities permits from the State of Hawai'i Department of Land and Natural Resources Division of Aquatic Resources and Office of Conservation and Coastal Lands.
- Reviewed and synthesized historical literature and data into literature reviews and annotated bibliographies.

Marine Science Officer

Hawai'i Pacific University, Kāne'ohe, HI, July 2016 – March 2018, 40 hr/wk

- Assisted in managing and teaching oceanographic research techniques and analysis to classes of 20+ undergraduate students.
- Created, implemented, and modified educational resources to increase efficiency of learning for all student learning styles.
- Operated, maintained, and repaired a near coastal oceanographic research vessel and various scientific equipment: CTD, ADCP, “Holey-sock” current drogue system, plankton nets with remote closure device, various sediment grabs, and multi-corer.

Marine Biologist for Cardno Environmental Services Company

Cardno, Honolulu, HI, September 2016 – June 2018, 10+hr/wk

- Managed field operations and instruct on field methods for a project using in-situ and fluorescent census survey techniques to study the benthic structure of marine resources within the Main Pearl Harbor Shipping Channel for the Naval Facilities Engineering Systems Command.
- Data Analysis and report writing.
- Generated time and monetary budgets for contracted fieldwork.

GIS Specialist for Eyes of the Reef Hawai'i

Hawaiian Islands, April 2016 – Sept. 2016, 10+hr/wk

- Analyzed and reported complex coral bleaching data using geographic information systems (GIS).
- Created visual representations of coral bleaching severity with community-collected data sets.

Graduate Researcher

Hawai'i Pacific University, Kāne'ohe, HI, Sept. 2013 – Dec. 2015, 40+hr/wk

- Designed and implemented experiments investigating the impact of alien invasive macroalgae and a bleaching event on coral settlement and growth.
- Conducted benthic photo-quadrat surveys and analyzed substrate composition using Coral Point Count with Excel Extensions (CPCe), CoralNet, and ImageJ software.
- Utilized ArcGIS to connect benthic substrate data to its geographic origin, performed geostatistical analyses and created maps and graphs for visual representations.

Contractor for the Western Pacific Regional Fishery Management Council

Honolulu, HI, October 2014 – November 2014, 40+hr/wk

- Conducted an extensive literature review on the potential indirect impacts of insular coral reef fisheries on reef-building coral species listed as threatened under the Endangered Species Act (Sept. 2014).
- Synthesized over 100 articles documenting population dynamics of coral reefs found in waters around Hawai'i, American Samoa, Guam, and Commonwealth of the Northern Mariana Islands.

Research Intern for Hawai'i's Division of Aquatic Resources

Sand Island, Honolulu, HI, November 2013 – September 2014, 10+hr/wk

- Developed innovative methods of propagation and successful transplantation of coral fragments onto degraded reefs.
- Aided in routine maintenance for coral propagation tanks.

Marine Biology Coordinator for Kama'āina Kids Non-Profit Organization

He'eia State Park, Kāne'ohe, HI, May 2012 – Nov. 2013, 40 hr/wk

- Taught groups of up to 30 children, ages 4-12, about marine organisms living within Kāne'ohe Bay and the surrounding waters of the Hawaiian Island Chain, while emphasizing the importance of conservation in marine ecosystems.
- Operated and conducted routine maintenance on motorized boats.

Graduate Student Intern for the Oceanic Institute

Waimānalo, HI, May 2012 – March 2013, 10+hr/wk

- Assisted in all aspects of a project revising the systematics of Hawaiian *Leptoseris*, and *Pavona* spp.
- Helped collect and error-check micro-morphological and genetic data.

- Aided in the collection of *Leptoseris* spp. samples through scientific diving.

Animal Husbandry Volunteer for The Waikiki Aquarium

Waikiki, HI, Sept. 2011 – Sept. 2012, 8hr/wk

- Propagated and performed routine maintenance for 3 species of Jellies.
- Aided in routine maintenance and feeding for various exhibits and quarantine.
- Performed full-body exams, feeding sessions, enrichment sessions, and maintenance for 2 Hawaiian Monk Seals.

ORAL PRESENTATIONS

Severino, S. J. L. November 2020. “Results from two years of performing a biological carrying capacity study at Hanauma Bay and how the COVID-19 closure has provided a unique opportunity for this research.” National Oceanic and Atmospheric Administration Webinar Series, 1001 attendees globally.

Severino, S. J. L. September 2020. “Results from two years of performing a biological carrying capacity study at Hanauma Bay and how the COVID-19 closure has provided a unique opportunity for this research.” University of Hawai‘i, Geography Department, Zoom Presentation.

Severino, S. J. L. September 2020. “Determining the sustainable number of visitors to Hanauma Bay, the most popular snorkeling reef in Hawai‘i.” University of Hawai‘i, Advanced Topics in Marine Biology Lecture, Zoom Presentation.

Severino, S. J. L. May 2020. “Love hurts! A study determining the sustainable number of visitors to Hanauma Bay, the most popular snorkeling reef in Hawai‘i.” University of Hawai‘i Sea Grant, Zoom Presentation.

Severino, S. J. L. January 2020. “Quantifying the extent of human influence on marine resources of Hanauma Bay, O‘ahu, HI.” Hanauma Bay Nature Preserve Seminar Series, Hawai‘i Kai, Hawai‘i.

Severino, S. J. L. Nov 2019. “The Hawaiian Ko‘a Card: a coral health and bleaching assessment tool.” Mālama Pūpūkea-Waimea Science Talk Story, Pūpūkea, O‘ahu, HI.

Severino, S. J. L. July 2019. “The Hawaiian Ko‘a Card: a coral health assessment tool.” The 26th Hawai‘i Conservation Conference, Waikiki, O‘ahu, HI.

Severino, S. J. L. June 2019. “The Hawaiian Ko‘a Card: a coral health assessment tool.” Hawai‘i Institute of Marine Biology Scientific Diver Course, Kāne‘ohe, Hawai‘i.

Severino, S. J. L. June 2019. “Quantifying the extent of human influence on marine resources of Hanauma Bay, O‘ahu, HI.” Waikiki Aquarium, Waikiki, Hawai‘i.

Severino, S. J. L. June 2019. “Quantifying the extent of human influence on marine resources of Hanauma Bay, O‘ahu, HI.” Maui Ocean Center, Wailuku, Maui, Hawai‘i.

Leicht, S. J. March 2015. “Preliminary Results of the Growth and Survival of Juvenile Coral Colonies Pre- and Post- Bleaching Event.” Bleaching Symposium, Hawai‘i Institute of Marine Biology, Kāne‘ohe, Hawai‘i.

Leicht, S. J. August 2014. “Growth and Survival of Coral Recruits and Juveniles in the Presence of Invasive Macroalgae, *Kappaphycus* spp.” Hawai‘i Pacific University Graduate Symposium, Kāne‘ohe, Hawai‘i.

OUTREACH

2019

Research Expert, PADI Women’s Dive Day: Trained public on the use of a coral bleaching assessment tool and methods. Performed coral bleaching surveys alongside public to increase the effectiveness of citizen science collected data sets.

Research Expert, Treehouse Coworking: Trained public on the use of a coral bleaching assessment tool and methods.

Activity Leader, Girl Scout Troop 989 in pursuit of Bronze Award: Trained and lead a group of 10 young women in completing a health and weight assessment on corals that were exposed to a simulated bleaching event. Lectured on the role of Climate Change in our future and discussed steps to reduce daily carbon footprints.

Activity Leader, Mountain Film Festival: Designed and presented educational materials on coral reef ecology around the Main Hawaiian Islands to festival attendees.

2018

Subject Matter Expert Mentor, Research Experience in Marine Science (REMS) at the Hawai'i Institute of Marine Biology for Summer Highschool students.

STUDENT MENTORSHIP

Undergraduate Students:

Rolandon Adde, Northern Marianas College (2018).

Tiara Marie Drabble, UC Berkeley (2018).

Heather Parsons, Point Loma Nazarene University (2018).

Hope M. Ushiroda-Garma, Dartmouth College (2018-19).

Denise Oishi, University of Hawai'i at Manoa (2020-21).

Shannon Murphy, University of Hawai'i at Manoa (2020-21).

Matthew Stefanak, University of Hawai'i at Manoa (2020-present-21).

Graduate Students:

Kaylee Scidmore-Rossing, University of Hawai'i at Manoa (2021-21).

PROFESSIONAL EXPERIENCE

Workshops

2021

- Grant proposal writing workshop with an emphasis on National Science Foundation, National Oceanic and Atmospheric Administration, and National Aeronautics and Space Administration grant proposals, May
- Narrative training course focusing on the “And, But, Therefore” framework held by Dr. Randy Olson, March.
- Reef Resilience Network four-week intensive course on application of remote sensing to biological field work, webinar, March.

2020

- COVID-19 as experimental setup - Effects of returning tourists on coral reefs, International Zoom Conference Session, July.

2019

- National Oceanic and Atmospheric Administration training on structure-from-motion technology.
- National Geographic Society Early Career Grant Writing Workshop, SACNA Conference, Honolulu, Hawai'i, October.

SKILLS & CERTIFICATIONS

Professional Skills:

- Demonstrated ability to lead groups and meet deadlines.
- Strong scientific writing, editing, and verbal skills.
- Proficiency with measurement and benthic analysis computer software: EventMeasure, ImageJ, Coral Point Count with Excel Extensions (CPCe), and CoralNet.
- Remote sensing technology and Allen Coral Atlas analysis.
- Structure-from-Motion technology and processing.
- Advanced ArcGIS computer skills after 2 college semesters of ArcGIS training.
- Proficiency in data analysis with SPSS statistical software.
- Coral reef underwater monitoring.
- Sediment processing: weights, grain size, composition burns.
- Coral tissue sampling: zooxanthellae counts, chlorophyll extraction, buoyant weight, wax dipping for surface area calculations.
- Public speaking.

Professional Certifications:

- Scientific Diver (University of Hawai'i)
- NAUI Rescue, Master, and Nitrox Scuba Diver
- DAN Primary & Secondary Care CPR/AED/First Aid Certification
- Boat U.S. Boaters Safety Certified (#HJIL76H5EJ58LBFAHD595HBEI)
- Valid U.S. Driver's License (State of Hawai'i)
- First Aid/CPR/AED Certification (DAN)

TECHNICAL REPORTS

Severino, S. J. L., Rodgers, K. S., Graham, A., Tsang, A., Stender, Y., Stefanak, M., (2021).

Hanauma Bay Biological Carrying Capacity Survey 2020/21 Annual Report. Prepared for City and County of Honolulu: Parks and Recreation. 102 pp. + Appendices.

Severino, S. J. L., Rodgers, K.S. (2021). Division of Aquatic Resources Special Activities Permit Renewal Report (SAP 2021-25). Prepared for the Department of Land and Natural Resources Division of Aquatic Resources. 26 pp.

Severino, S. J. L., Rodgers, K. S., Stender, Y., Tsang, A., Stefanak, M., Graham, A., (2020).

Hanauma Bay Biological Carrying Capacity Survey 2020/21 Biannual Report. Prepared for City and County of Honolulu: Parks and Recreation. 64 pp. + Appendices.

Severino, S. J. L., Rodgers, K. S., Stender, Y., Stefanak, M., (2020). Hanauma Bay Biological Carrying Capacity Survey 2019-20 2nd Annual Report. Prepared for City and County of Honolulu: Parks and Recreation. 59 pp. + Appendices.

- Rodgers, K. S., **Severino, S. J. L.**, Stender, K. (2019). Campbell Industrial Park (CIP) Generating Project 2019 Community Benefits Program Reef Fishes Monitoring Program. Prepared for Hawaiian Electric Company, Inc. 55 pp.
- Rodgers, K. S., **Severino, S. J. L.**, Stender, K. (2019). Waiiau Generating Station Marine Bottom Biological Communities Monitoring (BBCM) Project (2019). Prepared for Hawaiian Electric Company, Inc. 29 pp.
- Rodgers, K. S., **Severino, S. J. L.**, Stender, K. (2019). Honolulu Generating Station Marine Bottom Biological Communities Monitoring (BBCM) Project. Prepared for Hawaiian Electric Company, Inc. 32 pp.
- Severino, S. J. L.**, and Rodgers, K. S. (2019). Hanauma Bay Biological Carrying Capacity Survey 2019-20 Biannual Report and Work plan. Prepared for City and County of Honolulu: Parks and Recreation. 22 pp.
- Severino, S. J. L.**, and Rodgers, K. S. (2018). Hanauma Bay Biological Carrying Capacity Survey 1st Annual Report: May 2018 – May 2019. Prepared for City and County of Honolulu: Parks and Recreation. 128 pp.
- Rodgers, K. S., Bahr, K. D., Graham, A. T., Han, J. J., McGowan, A. E., **Severino, S. J. L.**, Stender, Y. O., Tsang, A. O., Weible, R. M. 2018. Hawai'i Institute of Marine Biology's Lilipuna Pier Floating Dock Relocation Project. Report prepared for U.S. Army Corps of Engineers and National Marine Fisheries Service. pp. 20.\
- Severino, S. J. L.**, and Rodgers, K. S. (2018). Hanauma Bay Biological Carrying Capacity Survey 3rd Quarter Report: November 2018 - January 2019. Prepared for City and County of Honolulu: Parks and Recreation. 53 pp.
- Severino, S. J. L.**, and Rodgers, K. S. (2018). Hanauma Bay Biological Carrying Capacity Survey 2nd Quarter Report: August-October 2018. Prepared for City and County of Honolulu: Parks and Recreation. 41 pp.
- Severino, S. J. L.**, and Rodgers, K. S. (2018). Hanauma Bay Biological Carrying Capacity Survey 1st Quarter Report: May-July 2018. Prepared for City and County of Honolulu: Parks and Recreation. 31 pp.
- Severino, S. J. L.**, Lybolt, M., Wells, K. (2018). Draft Report, Census of Coral Juveniles within the Pearl Harbor Main Shipping Channel using the Fluorescence Census Technique for the Studies of the Benthic Structure and Marine Resources of the Main Pearl Harbor Shipping Channel: Phase II, April 2018. Prepared by TEC-AECOM JV. Submitted to: NAVAC Pacific (Pearl Harbor, HI) for Commander, Navy Region Hawaii. 57 pp.

Leicht, S. J., (2014). Literature Review: Potential Indirect Impacts of Fisheries Managed under the American Samoa and Mariana Fishery Ecosystem Plan on Coral Species Listed under the Endangered Species Act. Report Submitted to the Western Pacific Regional Fishery Management Council. 18 pp.

MEDIA ENGAGEMENTS & INTERVIEWS

Star Advertiser: 'Million-dollar reefs' need more funding to protect us, study finds. April 2021. Mindy Pennybacker.

The Friends of Hanauma Bay Newsletter: FOLLOW UP: Ongoing Research at Hanauma Bay. 2021 Vol. 1: January-February.

The Friends of Hanauma Bay Newsletter: FOLLOW UP: Ongoing Research at Hanauma Bay. Vol. 5: September-December.

Scholastic Kids Press: Interview about the health of Hanauma Bay for article. Lucia Dong. December 2020.

Iolani Schools: Interview about the human impact on Hanauma Bay for school article. Mark Joshua Kawai Wagner. December 2020.

University of Arizona: Interview for journalism article on changes within Hanauma Bay during COVID-19 shutdown. Lex Horsey. December 2020.

SFGate: How a lockdown saved Hanauma Bay, one of Hawaii's natural treasures. Natasha Bourlin. November 2020.

Camp One Productions Inc.: Japanese documentary exploring the impacts of humans on marine resources within Hawai'i.

Otonano Hawai'i Luxury Japanese Magazine: *In progress.*

University of Hawai'i at Manoa TV: Journalism program interview on effects of COVID-19 on Hanauma Bay. Liam Thropp, undergraduate student, October 2020.

Chaminade University: Telephone interview discussing environmental change to coral reef environments. Mike Byrne, undergraduate student, October 2020.

University of Hawai'i: COVID-19 and the Results of Tourism Absenteeism on the Marine Ecosystem in Hanauma Bay. Natalie Coffee, graduate student, October 2020.

University of Hawai'i News: Public can help monitor coral health with new tool. October 2020. <https://www.hawaii.edu/news/2020/10/02/new-coral-health-tool/>

KHON2 News: UH researchers create free coral health monitoring tool. Web Staff, October 2020. <https://www.khon2.com/local-news/uh-researchers-create-free-coral-health-monitoring-tool/>

Hawai'i News Now: Hanauma Bay is recovering. Some want to limit crowds to further protect it. Jolanie Martinez, September 2020. [https://www.hawaiinewsnow.com/2020/09/16/hanauma-bay-push-limit-crowds-even-afterparkreopens/#:~:text=Some%20want%20to%20limit%20crowds%20in%20the%20long%20run%20to%20further%20protect%20it,Close&text=HONOLULU%2C%20Hawaii%20\(HawaiiNewsNow\)%20%2D,and](https://www.hawaiinewsnow.com/2020/09/16/hanauma-bay-push-limit-crowds-even-afterparkreopens/#:~:text=Some%20want%20to%20limit%20crowds%20in%20the%20long%20run%20to%20further%20protect%20it,Close&text=HONOLULU%2C%20Hawaii%20(HawaiiNewsNow)%20%2D,and)

%20protect%20the%20bay's%20ecosystem

Hawai'i Magazine: Hanauma Bay Has Never Looked So Good. Catherine Toth Fox, September 2020. <https://www.hawaiimagazine.com/content/hanauma-bay-has-never-looked-so-good>

Star Advertiser: Hanauma Bay recovering since COVID-19 closure, new research shows. Mindy Pennybacker, August 2020. <https://www.staradvertiser.com/2020/08/28/breaking-news/hanauma-bay-recovering-since-covid-19-closure-new-research-shows/>

The Friends of Hanauma Bay Newsletter: FOLLOW UP: Ongoing Research at Hanauma Bay. Vol. 4: July-August.

Hawai'i Sea Grant: Zoominar for Hanauma Bay changes during Covid. Public forum. Hosted by Kanesa Seraphim, August 2020.

Hawai'i Public Radio: Hanauma Bay closure changes. Catherine Cruz “The Conversation”, July 2020. <https://www.hawaiipublicradio.org/post/conversation-whats-happened-hanauma-bay-covid-19-crisis>

Hawai'i News Now: During long closure, Hanauma Bay's waters have gotten crystal clear. Chavonnie Ramos, July 2020. <https://www.hawaiinewsnow.com/2020/07/21/during-long-closure-hanauma-bays-waters-have-gotten-crystal-clear/>

University of Hawai'i News: Hanauma Bay water clarity significantly improves without visitors. Sarah Hendrix, July 2020. <https://www.hawaii.edu/news/2020/07/20/hanauma-bay-water-clarity/>

KHON2 News: Hanauma Bay researcher says there appears to be more fish and clearer water. Lauren Day, June 2020. <https://www.khon2.com/local-news/hanauma-bay-researcher-says-there-appears-to-be-more-fish-and-clearer-water/>

The Friends of Hanauma Bay Newsletter: FOLLOW UP: Ongoing Research at Hanauma Bay. Vol. 3: May-June.

Star Advertiser: Brief absence of humans shows remarkable changes in Hanauma Bay. Mindy Pennybacker, May 2020. <https://www.staradvertiser.com/2020/05/31/hawaii-news/brief-absence-of-humans-shows-remarkable-changes-in-hanauma-bay/>

Star Advertiser: Free of visitors, scientists study coral, water quality, fish behavior at Hanauma Bay. May 2020. <https://www.staradvertiser.com/2020/05/30/photo-gallery/free-of-visitors-scientists-study-coral-water-quality-fish-behavior-at-hanauma-bay/>

Honolulu Civil Beat: The Coronavirus Has Been Good For Hanauma Bay. Brittany Lyte, April 2020. <https://www.civilbeat.org/2020/04/the-coronavirus-has-been-good-for-hanauma-bay/>

Star Advertiser: Hawaii researchers are studying whether human activity has a negative impact on fish and the reef at Hanauma Bay. Mindy Pennybacker, April 2020.
<https://www.staradvertiser.com/2020/04/29/hawaii-news/silver-linings-at-hanauma-bay/>

Hawaii News Now: Are people loving Hanauma Bay to death? Rick Daysog, November 2018.
<https://www.hawaiinewsnow.com/2018/11/14/are-people-loving-hanauma-bay-death-new-study-is-trying-answer-that-question/>

Kostantinos (Kosta) A. Stamoulis
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https://www.researchgate.net/profile/Kostantinos_Stamoulis
<https://www.seascape.solutions>

Education

- PhD** **2014 - 2018**
Department of Environment and Agriculture, Curtin University, Perth, Australia
Spatial predictive modeling of targeted reef fish distributions incorporating habitat utilization and behavior in the context of marine protection
- MA** **2009 - 2012**
Department of Geography, University of Hawai‘i at Mānoa, Honolulu, USA
Targeted reef fish spillover across a marine protected area boundary in Hawai‘i
- BA** **2001 - 2004**
Department of Marine Science, University of Hawai‘i at Hilo, Hilo, USA
Temporal variation of juvenile fish populations at Wai Opae tidepools on the island of Hawai‘i

Employment

- Director/ Spatial Ecologist** **May 2018 – Present**
Seascape Solutions, Honolulu, HI
- Applied marine ecological and fisheries research
 - Proposal development and project management
 - Business and funding administration
 - Community and partner outreach and education
 - Technical reports and peer reviewed publications
- Director of Research and Conservation** **Dec 2019 – Present**
Shoreline Science Initiative, Hale‘iwa, HI
- Project development and management
 - Data analysis, synthesis, and visualization
 - Collaboration and outreach
 - Technical reports and outreach products
- Research Associate** **Aug 2012 – Dec 2016**
Fisheries Ecology Research Lab, Biology Dept., University of Hawai‘i at Mānoa
- Reef fisheries research and project development
 - Grant and project management, coordination with NGO and government partners
 - Supervise lab technicians and mentor and support undergraduate and master’s students
 - Train students in marine ecological field methods
 - Spatial analysis and marine habitat mapping, database design and maintenance
 - Technical reports and peer reviewed publications
 - Presentations to policy makers
- Graduate Research Assistant** **Sep 2011 – Aug 2012**
Hawai‘i Institute of Marine Biology, University of Hawai‘i at Mānoa
- Design and lead field work to evaluate the role of marine protected areas in controlling alien invasive algae species

- Data management, geodatabase development and maintenance
- Data analysis, project reports and peer reviewed publications

Field Instructor: Field experiments in marine biology

Jul 2011

Marine Biology Dept., University of Hawai‘i at Mānoa

- Teach marine ecological survey techniques
- Organize and lead field activities
- Undergraduate course level

GIS Instructor: Field experiments in marine biology

Jul 2010

Marine Biology Dept., University of Hawai‘i at Mānoa

- GPS data collection methods
- GIS integration of spatial data
- GIS mapping and spatial analysis
- Undergraduate course level

Graduate Research Assistant

Sep 2009 – Aug 2011

Hawai‘i Cooperative Fishery Research Unit, Zoology Dept., University of Hawai‘i at Mānoa

- Statistical and geospatial analysis of data sets from Hawai‘i and the Caribbean
- Design and lead field work for various projects
- Write and produce maps and figures for technical reports and peer reviewed papers

Education Program Assistant

Aug 2009 – Feb 2010

Hanauma Bay, Sea Grant, Honolulu, HI

- Design educational materials
- Educate visitors about reef ecosystems and how to minimize human impacts

Coastal Resources Survey Technician

Mar 2009 - Jul 2009

Pacific Cooperative Studies Unit, University of Hawai‘i at Mānoa

- Conduct shore-based intertidal habitat characterization by surveying substrate geomorphology, dominant coastal-marine organisms, and other shoreline features
- Develop and implement geographic information systems per US National Park Service standards for all National Park coastlines in the Hawaiian Islands
- Use ArcGIS software to create maps for planning purposes and as final deliverables
- Plan and coordinate field efforts; make arrangements for equipment, supplies, travel, and any required permits
- Manage, process, and analyze survey data

Assistant Volunteer Coordinator

May 2008 – Jul 2008

ReefTeach Program, Kohala Center, Kona, HI

- Coordinate volunteers
- Outreach and education of visitors to Kahalu‘u beach park
- Design and implement monitoring of human uses and impacts on coral reefs

Coral Reef Monitoring Program Technician/GIS analyst

Feb 2005 – Feb 2009

Hawai‘i Division of Aquatic Resources, Kona, HI

- Underwater surveys of coral reef fish and selected invertebrates
- Boat handling and logistics for marine surveys
- Input, manage, and query data using an MS Access database

- GIS support for all monitoring activities and special projects
- Analyses integrating quantitative and spatial data
- Support and facilitate public meetings

Skills

Project Management and Communication

Budget and contract management

Activity tracking and progress measurement

Online collaborative tools including Google Docs/Sheets, Trello, Mural, Slack

Workshop organization and facilitation (virtual and in-person)

Partner communication and outreach, networking

Analysis and Software

Spatial data analysis and mapping using ArcGIS and QGIS

Habitat mapping from satellite and aerial imagery using ENVI, ArcGIS and QGIS

Data management and analysis using MS Access, MS Excel, R, and Primer

Programming using R, Python, and SQL

Conservation planning and decision support tools

Stereo-video system calibration and data analysis using CAL and EventMeasure

Data-limited fisheries methods

Selected Publications (lead author)

Stamoulis, K. A., J. M. S. Delevaux, I. D. Williams, A. M. Friedlander, J. Reichard, K. Kamikawa, and E. S. Harvey. 2020. Incorporating reef fish avoidance behavior improves accuracy of species distribution models. *PeerJ* 8:e9246.

Delevaux, J. M. S. & **K. A. Stamoulis** (co-primary), R. Whittier, S. D. Jupiter, L. L. Bremer, A. Friedlander, N. Kurashima, J. Giddens, K. B. Winter, M. Blaich-Vaughan, K. M. Burnett, C. Geslani, and T. Ticktin. 2019. Place-based management can reduce human impacts on coral reefs in a changing climate. *Ecological Applications* 29:e01891.

Stamoulis, K.A., Harvey, E.S., Friedlander, A.M., Williams, I.D., Weng, K.C., Wiggins, C., Wagner, G.W., Conklin, E.J., 2019. Flight behavior of targeted fishes depends on variables other than fishing. *Ecological Indicators* 96, 579–590.

Stamoulis, K.A., Delevaux, J.M.S., Williams, I.D., Poti, M., Lecky, J., Costa, B., Kendall, M.S., Pittman, S.J., Donovan, M.K., Wedding, L.M., Friedlander, A.M., 2018. Seascape models reveal places to focus coastal fisheries management. *Ecological Applications* 28, 910–925.

Stamoulis, K.A., Friedlander, A.M., Meyer, C.G., Fernandez-Silva, I., Toonen, R.J., 2017. Coral reef grazer-benthos dynamics complicated by invasive algae in a small marine reserve. *Scientific Reports* 7, 43819.

Stamoulis, K.A., Poti, M., Delevaux, J.M.S., Donovan, M.K., Friedlander, A., Kendall, M.S., 2016. Chapter 4: Fishes - Reef Fish, in: *Marine Biogeographic Assessment of the Main Hawaiian Islands, OCS Study BOEM 2016-035 and NOAA Technical Memorandum NOS NCCOS 214*. Bureau of Ocean Energy Management and National Oceanic and Atmospheric Administration, pp. 156–196.

Stamoulis, K.A., Delevaux, J.M.S., 2015. Data requirements and tools to operationalize marine spatial planning in the United States. *Ocean & Coastal Management* 116, 214–223.

Stamoulis, K.A., Friedlander, A.M., 2013. A seascape approach to investigating fish spillover across a marine protected area boundary in Hawai'i. *Fisheries Research* 144, 2–14.

Selected Publications (co-author)

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Delevaux, J.M.S., **Stamoulis, K.A.**, 2022. Prioritizing forest management actions to benefit marine habitats in data-poor regions. *Conservation Biology* 36, e13792.

- Delevaux, J.M.S., Jupiter, S.D., **Stamoulis, K.A.**, Bremer, L.L., Wenger, A.S., Dacks, R., Garrod, P., Falinski, K.A., Ticktin, T., 2018. Scenario planning with linked land-sea models inform where forest conservation actions will promote coral reef resilience. *Scientific Reports* 8, 12465.
- Goodell, W., **Stamoulis, K.A.**, Friedlander, A.M., 2018. Coupling remote sensing with in situ surveys to determine reef fish habitat associations for the design of marine protected areas. *Marine Ecology Progress Series* 588, 121–134.
- Friedlander, A.M., Donovan, M.K., **Stamoulis, K.A.**, Williams, I.D., Brown, E.K., Conklin, E.J., DeMartini, E.E., Rodgers, K.S., Sparks, R.T., Walsh, W.J., 2018. Human-induced gradients of reef fish declines in the Hawaiian Archipelago viewed through the lens of traditional management boundaries. *Aquatic Conserv: Mar Freshw Ecosyst* 28, 146–157.
- Delaney, D.G., Teneva, L.T., **Stamoulis, K.A.**, Giddens, J.L., Koike, H., Ogawa, T., Friedlander, A.M., Kittinger, J.N., 2017. Patterns in artisanal coral reef fisheries revealed through local monitoring efforts. *PeerJ* 5, e4089.
- Filous, A., Friedlander, A., Wolfe, B., **Stamoulis, K.A.**, Scherrer, S., Wong, A., Stone, K., Sparks, R., 2017. Movement patterns of reef predators in a small isolated marine protected area with implications for resource management. *Marine Biology* 164, 2.
- Kittinger, J.N., Teneva, L.T., Koike, H., **Stamoulis, K.A.**, Kittinger, D.S., Oleson, K.L.L., Conklin, E., Gomes, M., Wilcox, B., Friedlander, A.M., 2015. From reef to table: social and ecological factors affecting coral reef fisheries, artisanal seafood supply chains, and seafood security. *PLoS ONE* 10, e0123856.
- Friedlander, A., **Stamoulis, K.A.**, Kittinger, J., Drazen, J., Tissot, B., 2014. Understanding the Scale of Marine Protection in Hawai'i: From Community-Based Management to the Remote Northwestern Hawai'ian Islands Marine National Monument, in: Johnson, M., Sandell, J. (Eds.), *Marine Managed Areas and Fisheries*, Advances in Marine Biology. Academic Press.
- Williams, I.D., Walsh, W.J., Schroeder, R.E., Friedlander, A.M., Richards, B.L., **Stamoulis, K.A.**, 2008. Assessing the importance of fishing impacts on Hawai'ian coral reef fish assemblages along regional-scale human population gradients. *Environmental Conservation* 35, 261–272.

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- Stamoulis K.A.** and Pittman S.J. 2022. Ecosystem Services Assessment: Framework and methods. Prepared for Emirates Nature-World Wide Fund for Nature. February 2022
- Stamoulis, K.A.**, Walker, R., Caster, T., Duncan, B., Boguszewski, V. 2021. Assessing Health Vulnerability to Climate Change in the Florida Keys. Shoreline Conservation Initiative, Haleiwa, HI
- Delevaux, J. & **Stamoulis, K.**, 2020. Assessment of ridge-to-reef management actions in Tagabe watershed and Mele Bay, Vanuatu. The Pacific Community Ridge-to-reef Programme. Suva, Fiji.
- Delevaux, J. & **Stamoulis, K.**, 2019. Identification of priority sites for future upscaling R2R investments. The Pacific Community Ridge-to-reef Programme. Suva, Fiji.
- Stamoulis, K.**, 2019. Pūpūkea-Waimea MLCDC Coral and Fish Assessment: 2010 – 2019. Seascape Solutions.
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- Minton, D., Caldwell, Z., Carr, R., Conklin, E., Friedlander, A., Lynch, H., McCoy, K., Most, R., Pollock, K., **Stamoulis, K.**, Tokishi, D., Wiggins, C., 2016. Baseline Biological Surveys of the Coral Reefs of Kaho'olawe, Hawai'i 1981-2015. The Nature Conservancy.
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- Minton, D., Conklin, E., Friedlander, A., Most, R., Pollock, K., **Stamoulis, K.**, Wiggins, C., 2015. Establishing the baseline condition of the Marine Resources: Results of the 2012 and 2013 Ka'ūpūlehu, Hawai'i marine surveys. The Nature Conservancy.
- Friedlander, A., Goodell, W., **Stamoulis, K.**, 2015. Ecological Assessment of Hā'ena reef habitats. Fisheries Ecology Research Lab.
- Friedlander, A., **Stamoulis, K.**, Schemmel, E., 2012. A comprehensive integrated marine ecological assessment of the Maunalei 'ahupua'a and comparable adjacent habitats. Hawai'i Cooperative Fishery Research Unit.

Jenny Lynn Yagodich * 59-563 Makana Road * Hale'iwa, HI 96712 * (808) 382-1662 *

EDUCATION

University of Hawai'i at Mānoa 1996-2003, Education and Speech/Public Speaking

Hawai'i Pacific University 1994-1995, pre education

Leeward Community College 1993-1995, pre education

WORK EXPERIENCE

Mālama Pūpūkea-Waimea, Pūpūkea Marine Life Conservation District, Director of Educational Programs and Makai Watch Coordinator, 2011-Present: Create and facilitate programs to help educate the community about the MLCD and MPW through vigorous community outreach, youth marine educational programs including Ka Papa Kai, Ka Papa Kai Mini, and Lawai'a Pono, Makai Watch and Ocean Education Ambassador programs, biological monitoring of Limu and human use monitoring, Native Hawaiian Plant Coastal Restoration, beach/shoreline cleanups, and more.

Hō'ea Initiative, Hawaiian Inside Tracking, Lead Field Educator, Outdoor Survival Specialist, 2009-Present: Create and facilitate programs and camps focused on nature awareness and survival skills and for both youth and adults.

Sunset Beach Elementary School, Part Time Teacher, Third Grade, 2011-2014: Educate students in the areas of math, reading and writing, working closely with students who are below proficiency or who are at the developing proficiency level to help increase HSA (Hawaii Standardized Assessment) scores.

Waimea Valley, Hi'ipaka LLC, Cultural Field Educator, Cultural Programs Department, 2008-2011: Educate visitors about Waimea Valley, create curriculum for programs, give guided walks focusing on Hawaiian Culture, maintain outdoor educational sites, cultural historic sites and gardens, monitor wildlife including endangered species, help with eradication of invasive species of plants and ungulates, and more.

Pacific American Foundation, Hānai I Ka Ipu Program, Team Leader, 2006-2009: Created curriculum, actively recruited students from three local schools, reported all data and student assessments, planned all events, and conducted each class to lead students to become active members of their community by participating in activities that increased leadership skills, education, and civic activism. Activities included beach cleanups, work in fishponds and taro patches, volunteering with local community groups, and more.

Pacific American Foundation, Ke Kumu Alaka'i Program, Cultural Specialist, Events Specialist, 2004-2006: This program was similar to the Hānai I Ka Ipu program but was for students at the Elementary level. All experiences for this grant are listed in the above description.

Lā'ie Elementary School, Part Time Teacher, Hawaiian Language and Culture, 2004-2007: Create Hawai'i Content and Performance Standards-based lessons aligned with Hawaiian Studies in the areas of math, science, history and culture along with the integration of the HCPS standards into

the traditional Kupuna activities. I also trained the Kupuna in delivering the standards based instruction for grades K-3.

Kapi'olani Community College, Lecturer, Interpret Hawai'i Program, 1999-2001: Taught the Ho'okipa Me Ke Aloha (Hospitality with Aloha) training class to over 4,000 employees within the visitor industry on the island of 'Oahu, Kaua'i, Maui and Hawai'i Island.

Wahiawā Middle School, Summer School Teacher, English and Math, 1996-1998: Taught eighth grade English and seventh grade math to students needing to obtain credit missed in the regular school year.

COMMUNITY AFFILIATIONS & VOLUNTEER WORK

- Kua'āina Ulu 'Auamo: E Alu Pū member and 'Oahu Council Representative, Limu Hui member
- Sion Milosky Foundation, Board Member
- Hawai'i Kōkua Foundation, Volunteer
- Sunset Beach Recreation Center, Ceramics Instructor, Volunteer
- Restoration of Hale O Lono Heiau, Waimea Valley, Volunteer
- Keep the North Shore Country, Volunteer
- North Shore Community Land Trust ,Volunteer
- Defend 'Oahu Coalition, Volunteer
- Mālama Nā Honu, Volunteer
- Mālama Loko 'Ea, Volunteer

OTHER EXPERIENCE

The Tracking Project Hawai'i, The Art of Tracking – Hawai'i Program, Invitee Participant, 2008-present

Founded as a non-profit organization in 1986 by John Stokes, The Tracking Project (TTP) in Corrales, New Mexico, has worked with community educators and Native elders from around the world to design a series of teachings which connect individuals directly to the natural world. Our programs of natural and cultural awareness include a wide range of skills—from traditional tracking and survival skills to music, storytelling, dance, peacemaking and martial arts training. Children, the preservation of wildlife, biodiversity and the integrity/vitality of Native cultures in the global indigenous network have been the focus of our work. TTP's programs actively support cultural survival and community revival. Through this program I've learned the art of tracking, making fire, archery, self defense, hunting/gathering, protocol, nature awareness, and other general survival skills. This has been, by far, the most empowering experience I've had as a woman and I delight in sharing what I've learned with other women. As of now, I am also teaching Tracking programs to youth.

The National Pacific American Leadership Institute (NAPALI), Graduate, October 2006

The National Pacific American Leadership Institute is dedicated to the enrichment of leadership skills of Pacific American men and women in a learning and sharing environment with other emerging minority leaders in our country and the world. The National Pacific American Leadership Institute is unique in that it is the only leadership program in the nation whose mission is to address the specific challenges facing Pacific American men and women as leaders and to nurture culturally competent stewardship within our communities.

North Shore Stylings, Owner, 2004-present

I'm an avid photographer and stylist for models and families. I provide portfolio photography, makeup and hair, model coaching, family portraits and much more.

DAR-RFP-2023-02
Mālama Pūpūkea-Waimea Proposal

Letters of Support

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DLNR - DOCARE

KUA - Kua‘Āina ‘Ulu ‘Auamo

Waimea Valley - Hi‘ipaka LLC

North Shore Community Land Trust

Environmental Law Program, Wm. S. Richardson School of Law, UH Mānoa

I Nui Ke Aho

HIROC - Hawai‘i Reef and Ocean Coalition

Friends of Hanauma Bay

JOSH GREEN, M.D.
GOVERNOR | KE KIA'ĀINA

SYLVIA LUKE
LIEUTENANT GOVERNOR | KA HOPE KIA'ĀINA



STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAII'
DEPARTMENT OF LAND AND NATURAL RESOURCES
KA 'OIHANA KUMUWAIWAI 'ĀINA

P.O. BOX 621
HONOLULU, HAWAII 96809

DAWN N.S. CHANG
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE
MANAGEMENT

LAURA H.E. KAAKUA
FIRST DEPUTY

M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE
MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES
ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

May 19, 2023

Re: SUPPORT: Mālama Pūpūkea-Waimea coordination of Act 31 Carrying Capacity Program for the Pūpūkea MLCD under Division of Aquatic Resources' leadership.

Dear Division of Aquatic Resources Administrator and Staff,

On behalf of the Department of Land and Natural Resources, Division of Conservation and Resources Enforcement (DLNR, DOCARE), I would like to submit this letter of support for Mālama Pūpūkea-Waimea (MPW) in their application to coordinate the three-year Act 31 Carrying Capacity Program for the Pūpūkea MLCD under Division of Aquatic Resources' (DAR) leadership.

From the inception of the MPW Makai Watch program in 2014, MPW has been a steady and strong community partner for DOCARE. They have shown a willingness to work with the Department to both monitor the MLCD as well as educate the North Shore community about its ecological value and keeping them informed as to the rules that protect it. Over the years, MPW's monitoring and educational presence has lead to many successful enforcement actions along with increased compliance with Hawaii Administrative Rules.

We look forward to continuing to work together with MPW to align our initiatives and perspectives towards education, enforcement, and compliance.

If you have any questions, please contact me at (808) 587-0066 or Jason.K.Redulla@hawaii.gov.

Sincerely,

Jason K. Redulla
Enforcement Chief



May 21, 2023

ATTN: Laura Jackson, Procurement Officer
State of Hawai'i – Department of Land and Natural Resources
Division of Aquatic Resources

SUBJECT: Kua'āina Ulu 'Auamo's Support for Mālama Pūpūkea-Waimea Regarding DAR-RFP-2023-02 Pūpūkea MLCD Carrying Capacity Program

Aloha mai kākou:

Kua'āina Ulu 'Auamo (KUA) submits this letter in **strong support** of Mālama Pūpūkea-Waimea (MPW) to conduct the three-year pilot program as part of Act 31 (2022) to assess carrying capacity in the Pūpūkea Marine Life Conservation District (MLCD) for sustainable management solutions to ensure the health and abundance of this area's priceless natural resources, biodiversity, and marine life habitats.

KUA works to increase our communities' resiliency, adaptation, and transformation through community-based biocultural resource management, currently supporting three major networks of: (1) almost 40 mālama 'āina (caring for our 'āina or "that which feeds") community groups collectively referred to as E Alu Pū (moving forward together); (2) over 40 loko i'a (fishpond aquaculture systems unique to Hawai'i) in varying stages of restoration and development, with caretakers, stakeholders, and volunteers known as the Hui Mālama Loko I'a ("caretakers of fishponds"); and (3) the Limu Hui made up of over 50 loea (traditional experts) and practitioners in all things "limu" or locally-grown "seaweed." Our shared vision is to once again experience what our kūpuna (ancestors) referred to as 'āina momona – abundant and healthy ecological systems that sustain our community resilience and well-being.

MPW has participated with KUA for several years through the E Alu Pū network, including serving on the council and contributing to strategic planning. MPW is also a member of our Limu Hui, participates in weekly KUA-led Lawai'a Pono meetings, and partnered with KUA on several legislative efforts over the years. Last year, KUA supported MPW particularly with the passage of Senate Bill 3330 that was passed into law as Act 31 to create the carrying capacity program at hand. KUA believes that MPW is an excellent community partner that is capable of effectively working with many diverse stakeholders to achieve the healthy 'āina momona (abundance) and that our community greatly needs. MPW's established and intimate connection to the needs of the Pūpūkea MLCD make it the most practical and best choice to conduct this program.

Please contract MPW to carry out this Pūpūkea MLCD Carrying Capacity Program.

'O ke aloha 'āina momona nō,

Kevin K.J. Chang
Executive Director

Olan Leimomi Fisher
Kua'āina Advocate



WAIMEA VALLEY

HI'IPAKA LLC

May 18, 2023

From: Richard Pezzulo
Executive Director Hi'ipaka, LLC dba Waimea Valley

To: Brian Neilson
Administrator DAR, DLNR State of Hawaii

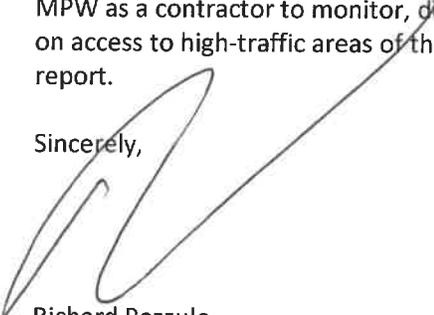
Subject: Re: DAR-RFP-2023-02 Pupukea MLCD Carrying Capacity Study

Aloha Mr. Neilson,

Hi'ipaka, LLC is a nonprofit Native Hawaii owned organization created to hold title and manage the 1,875 acre Waimea Valley property on Oahu, Hawaii. Our mission is to perpetuate the human, cultural and environmental resources of Waimea Valley for generations through education and stewardship. We are an active member of the Ko'olau Mountains Watershed Partnership and have a contract with DLNR for a ten year Forest Stewardship Project.

This letter is in support of Mālama Pūpukea Waimea (MPW), a community based organization that has been a good community partner, who can work with diverse stakeholders. They are the best choice to help establish a three-year pilot program to assess the carrying capacity in the Pupukea Marine Life Conservation District (MLCD) on the Island of Oahu. DLNR-Division of Aquatic Resources (DAR) should hire MPW as a contractor to monitor, document, and assess the effectiveness of closures and other restrictions on access to high-traffic areas of the MLCD, including the imposition of fees, and the creation of a final report.

Sincerely,



Richard Pezzulo,
Executive Director, Hi'ipaka, LLC
(808) 638-5851
rpezzulo@waimeavalley.net



May 19, 2023

Aloha Mr. David Sakoda and DAR selection committee,

As a fellow environmental non-profit working in the same rural community, North Shore Community Land Trust (NSCLT) is in full support of Mālama Pūpūkea-Waimea (MWP) receiving full funding to implement the measures outlined in the Act 31 Carrying Capacity Program for the Pūpūkea MLCD.

NSCLT's Board of Directors and staff have great respect and appreciation for the work done by MPW to physically steward, advocate for, and educate residents and visitors of all ages about the importance of the Pūpūkea-Waimea MLCD. The efforts of MPW have been paramount to preserving some of the greatest marine treasures of north O'ahu in the face of vastly increased use and surrounding commercial development. By sponsoring regular ma kai watch sessions, MPW has helped to uphold regulations in the MLCD that would otherwise go unenforced. Their efforts to remove invasive species and plant native vegetation have been critical to preventing erosion of the coastline due to heavy foot traffic while minimizing sedimentation of the fragile marine ecosystems. Third, their educational programs are improving residents' and visitors' knowledge and appreciation of this precious resource, especially the youth, some of which have become next-generation stewards of the place.

NSCLT has partnered most recently with MPW on the DAR Management Plan community focus group, which was facilitated by one a NSCLT staff member who was born and raised on the North Shore. The meetings included diverse stakeholders such as native Hawaiian cultural practitioners, wildlife advocates, those living in the immediate area, and those from all walks of life with an interest in protecting marine resources. As always, it was a pleasure to collaborate with MPW given their meticulous organizational and planning skills, and their ability to appeal to all interests and address polarizing concerns surrounding marine management. MPW staff and board members have been long-standing supporters of NSCLT as well, providing insights on legal issues, environmental restoration, and community-based organizing which has helped to make NSCLT the organization it is today. It is always a pleasure to collaborate with such a passionate, successful, and knowledgeable group of people toward the common goal of protecting the places we love most.

Without reservation, we recommend that Mālama Pūpūkea-Waimea (MWP) receive full funding to implement the measures outlined in the Act 31 Carrying Capacity Program for the Pūpūkea MLCD. There is no other organization with the level of expertise, community connection, and effort invested at the site which could compare to MPW in implementing this program.

Me ka 'oia'ī'o (sincerely and truthfully),

Adam Borrello

Executive Director -North Shore Community Land Trust

adam@northshoreland.org



UNIVERSITY
of HAWAII®
MĀNOA

The William S. Richardson School of Law

Richard Wallsgrove
Assistant Professor of Law
Co-Director, Environmental Law Program

May 18, 2023

Division of Aquatic Resources
1151 Punchbowl Street, Room 330
Honolulu, Hawai'i 96813-3088

Re: Letter of Support for Mālama Pūpūkea-Waimea
DAR-RFP-2023-02, Pūpūkea MLCD Carrying Capacity Study

Aloha mai kākou,

I am delighted to write this letter of support to confirm that Mālama Pūpūkea-Waimea has been a strong community partner with the University of Hawai'i's Environmental Law Program ("ELP").

Since at least 2006, this partnership between Mālama Pūpūkea-Waimea and ELP has enabled opportunities for law students to contribute to community projects. ELP students have worked directly alongside Mālama Pūpūkea-Waimea on a variety of pro bono and externship projects. Most recently, several law students worked with Mālama Pūpūkea-Waimea on a legal analysis in support of the "Drones for DOCARE" bill (HB 1200).

During this long partnership, it has been abundantly evident that Mālama Pūpūkea-Waimea works effectively with diverse stakeholders on a range of issues, particularly in areas related to governance, law, policy, and conservation. ELP is delighted to continue supporting these efforts by connecting our students, faculty, and environmental law community with Mālama Pūpūkea-Waimea's work.

Please let me know if I can provide any additional information.

Thank you,

A handwritten signature in black ink, appearing to be 'RW'.

Richard Wallsgrove



To Whom It May Concern:

My name is Sydney Covell and I am project director for 501 (c)(3) non-profit organization I Nui Ke Aho. We operate a traditional Hawaiian double-hulled sailing canoe called Wanana Paoa on O'ahu's North Shore. Our mission is to enrich the North Shore's culture, place, and people by sailing aboard Wanana Paoa and sharing a navigator's mindset with our community.

I am writing this letter in support of our partner organization, Mālama Pūpūkea-Waimea. I Nui Ke Aho has partnered with Mālama Pūpūkea-Waimea many times including collaboration for their Lawai'a Pono program, our own Nā Lei Hulu Wa'a program, and other community events. We support and appreciate Mālama Pūpūkea-Waimea's mission to educate residents of Hawai'i and visitors to the Pūpūkea Marine Life Conservation District about the importance of this special area's marine life and protected status.

Mālama Pūpūkea-Waimea has been an instrumental partner in helping us inform and educate our community participants so they may have a better understanding of place and its unique biodiversity.

We are grateful to have worked with Mālama Pūpūkea-Waimea numerous times in the past and plan to continue our partnership into the future.

We support Mālama Pūpūkea-Waimea's dedication to ensuring the Pūpūkea Marine Life Conservation District is protected for the future of Hawai'i and our keiki.

Mahalo nui,

Sydney Covell

I Nui Ke Aho Project Director



May 18, 2023

To: Division of Aquatic Resources, Hawai'i Board of Land and Natural Resources

From: Hawai'i Reef and Ocean Coalition (by Ted Bohlen)

Re: The Division of Aquatic Resources (DAR) request for proposals No. DAR-RFP-2023-02, Carrying Capacity Program for the Pupukea MLCD

Aloha! I submit this letter on behalf of the Hawaii Reef and Ocean Coalition (HIROC), a group of scientists, educators, filmmakers and environmental advocates who have been working since 2017 to protect Hawaii's coral reefs and ocean.

HIROC has worked with Malama Pupukea-Waimea (MPW) extensively over several years as community partners. MPW was active with HIROC last year on legislation in an informal "Ocean Hui" and again in 2023 with the Hawaii Environmental Change Agents Ocean Task Force. HIROC has always found MPW to be responsible, cooperative, and able to work well with diverse stakeholders, including State agencies like DLNR and the Hawaii Legislature.

HIROC would be pleased to work with MPW on a Carrying Capacity Program for the Pupukea MLCD!

Mahalo!

Ted Bohlen for Hawaii Reef and Ocean Coalition



*Dedicated to the conservation of coastal and marine environments,
emphasizing stewardship of the natural resources of Hanauma Bay*

State of Hawai'i
Department of Land and Natural resources
Division of Aquatic Resources

Re: Request for Proposals NO. DAR-RFP-2023-02 Carrying Capacity Program for Pūpūkea
MLCD

May 19, 2023

Founded in 1990, Friends of Hanauma's Bay is the leading NGO advocate with local, state, and federal decision makers for the best stewardship of the natural resources of Hanauma Bay.

We have been privileged to support Mālama Pūpūkea-Waimea (MPW)'s extraordinary community-based marine stewardship protection and education programs for many years. We have also worked closely with MPW to advocate for important public policy decisions through the Hawaii Environmental Change Agents Ocean Task Force.

MPW has a stellar reputation for working collaboratively with Native Hawaiian cultural practitioners, community stewards, other NGO's, and both county and state jurisdictional agencies in developing and implementing its marine stewardship educational outreach programs. MPW also freely and generously shares lessons learned and helpful guidance with community partners to help ensure everyone's success.

Hanauma Bay is the only MLCD in the state with an ongoing carrying capacity study program to inform its management efforts, so we were delighted with both the passage of Act 31, 2022 and that it was modeled on Hanauma Bay. We are excited to work with MPW to develop a similar program tailored to the unique marine ecosystems in the Pūpūkea MLCD to help ensure the best natural resource management of this sensitive, varied, and much-beloved protected marine environment on North Shore Oahu.

With Aloha,


Lisa Bishop
President
Friends of Hanauma Bay
(808) 748-1819

DAR-RFP-2023-02

MPW Proposal - 3.4.1 Tax Liability - GE Exemption Status

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3.4.1 Tax Liability - GE Exemption Status

MPW has a GE tax exemption (dated July 10, 2011). The nature of the services provided under this contract do not appear to be exempt from GET; therefore, MPW has included the GET of 4.7120% in the budget.

DAR-RFP-2023-02

MPW Proposal - 3.10.5.b.3 Judgments or Pending Lawsuits

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3.10.5.b.3 Judgments or Pending Lawsuits

MPW does not have any judgments or pending lawsuits.

DAR-RFP-2023-02
Mālama Pūpūkea-Waimea Proposal

Attachments

Documents Uploaded in Separate Files to HlePRO

Index

A - Stamoulis, Kosta, Assessment of Biological Carrying Capacity at Kapo‘o in the Pūpūkea MLCD: Final Results (Mar. 2023) (PPT summary)

B – Carter, Willy; Teper, Aaron; Kauka, Tatum, NREM 601: Community Presentation for Mālama Pūpūkea – Waimea (May 1, 2023)

C – DLNR Division of Aquatic Resources, Pūpūkea Marine Life Conservation District Management Plan (Internal Draft, Mar. 16, 2023) (pages 1-6 only)

D – Jones, Ellie, A Report on Biological Surveys in the Kapo‘o Tide Pools and Pūpūkea Cove on the North Shore of O‘ahu, Hawai‘i, Prepare for Mālama Pūpūkea-Waimea (Summer 2022)



**Pupukea MLCD Carrying Capacity Study
 P23002298
 TBD**

Award

Notice Date:	05/30/2023
Competition type:	Price Analysis

Awardee

Legal Name:	Malama Pupukea-Waimea
Address:	P.O. Box 188, , Haleiwa, HI 96712
Quoted:	Denise Antolini
Email:	mpwgrants@gmail.com
Phone:	808-554-7215

To be delivered at

Department: Land & Natural Resources	Division: Division of Aquatic Resources
Address: 1151 Punchbowl Street	Address 2: Room 330
City: Honolulu	State: HI Zip Code: 96813

Billing address

Address: 1151 Punchbowl Street	Address 2: Room 330
City: Honolulu	State: HI Zip Code: 96813

Buyer Information

Contact Person	Email	Phone
Laura Jackson	laura.a.jackson@hawaii.gov	808-327-6226

Line Items

Item	Unit of Measure	Quantity	Unit Price	Extended Price
Pupukea MLCD Carrying Capacity Study	JOB	1	\$269,990.00	\$269,990.00
			Total:	\$269,990.00

Instructions:

- **TRANSACTION FEES:** The awarded vendor shall pay a transaction fee of 0.75% (.0075) of the award, not to exceed \$5,000 for each award. This transaction fee shall be based on the original award amount and the awarded vendor shall be responsible for payment of the fee to Tyler Hawaii, the vendor administering the HlePRO. Payment must be made to Tyler Hawaii within thirty (30) days of receipt of invoice. The invoice is generated based on the date the award is posted.
- **HAWAII GENERAL EXCISE TAX (GET):** Unless otherwise stated in this solicitation, vendors shall include all applicable taxes in the price submitted. The Hawaii General Excise Tax (GET) shall not exceed 4.712% for the islands of Hawaii, Kauai and Oahu and 4.166% for the island of Maui.
- **ADDITIONAL FEES AND CHARGES:** Vendors shall include all applicable fees, charges, surcharges, shipping/handling, delivery, or any other charges associated with this solicitation in the price submitted.

General Comments:

We are awarding to the only responsive bidder. The bidder is responsible, their offer is fair and reasonable, and other bidders had reasonable opportunity to respond.

Procurement Officer name:

Laura Jackson

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.